



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 9, 2023 – 8:00 a.m.

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Request for qualifications to be received no later than Tuesday, February 14, 2023 at 10 a.m. for 2023 Architecture Engineering Consulting Services

Request for qualifications 

3. Agreement with Washington State Department of Commerce for STOP Violence Against Women Formula Grant Program

Agreement 

4. Call for hearing to be held Tuesday, February 7, 2023 at 10:30 a.m. regarding proposed sale of surplus property

Call for hearing 

5. Request for proposals / qualifications to be received no later than Monday, March 6, 2023 at 3 p.m. for Homelessness Program Funding Proposal 2023 (3b)*

Request for proposals / qualifications 

Public Works

6. Resolution to initiate a county road project designated as CRP C1260, Traffic Control Devices

Resolution 

Community Development

7. Resolution authorizing action on Current Use Assessment CUA applications pursuant to Clallam County Code Chapter 27.08, Open Space

Resolution 

8. Agreement with Department of Ecology for expansion of the Olympia oyster populations in Sequim Bay

Agreement 

9. Agreement with North Olympic Land Trust for Conservation Futures - Dungeness Hub Project

Agreement 

10. Code Enforcement Discussion

Discussion 

Board of Commissioners

11. Letter to Washington State Department of Transportation suggesting quarterly attendance to work session meetings

Letter 

12. Climate Change Discussion

Discussion 

General Discussion/Items for Future Agendas:

- * SBDC update (January 23)
- * Marine Resources Committee projects update (January 30)
- * Olympic National Forest update (February 6)
- * Olympic National Park update (February 6)
- * Department of Natural Resources Meeting (March 20 at 1 p.m.)
- * Marine Resources Committee project update (March 27)
- * Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

EXECUTIVE SESSION - January 9, 2023 at 1:45 p.m.

Pursuant to RCW 42.30.110, an executive session will be held at 1:45 p.m., Monday, January 9, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

The Prosecuting Attorney's Office will provide an update to the Board of County Commissioners on pending civil litigation involving Clallam County.

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

Executive Session 

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



AGENDA ITEM SUMMARY

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

2
1/9/23

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date: 01.09.2023**

REGULAR AGENDA ☒ **Meeting Date: 01.17.2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

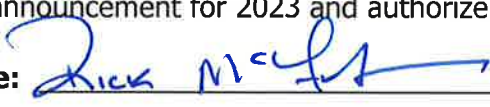
This is our annual Request for Qualifications (RFQ) and Letters of Interest for Professional Services for the year 2023.

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

None, with the exception of advertising.

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

I recommend the Board approve the RFQ announcement for 2023 and authorize the Chair to sign.

County Official signature & print name:  Rick McFarlen

Name of Employee/Stakeholder attending meeting: _____ Rick McFarlen

Relevant Departments: _____ Parks, Fair & Facilities

Date submitted: 01.09.2023

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

**REQUEST FOR QUALIFICATIONS (RFQ)
2023 ARCHITECTURE/ENGINEERING CONSULTING SERVICES**

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

Clallam County is soliciting proposals from interested parties to provide Architectural, Engineering and other Professional Services to the Board of Clallam County Commissioners. Proposals will be received at until **10 a.m., Tuesday, February 14, 2023** at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, "**Qualifications – 2023 Architecture/Engineering Consulting Services.**" Address proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

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

Clallam County Parks, Fair & Facilities Department
223 East 4th St., Suite 7
Port Angeles, WA 98362-3015
Attn: Rick McFarlen, Deputy Director
PH: 360.417.2302
EMAIL: rick.mcfarlen@clallamcountywa.gov (preferred)

Professional services may include:

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

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

PASSED THIS _____ day of _____ 2023

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Parks, Fair & Facilities

Publish: January 27th and February 3rd, 2023

Bill: Parks, Fair & Facilities Department



AGENDA ITEM SUMMARY

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

JAN 09 2023
3

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** 01/9/2023

REGULAR AGENDA ☒ **Meeting Date:** 01/17/2023

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.23.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

2023 STOP Violence Against Women Formula Grant. Total for 2022 is \$16,417. The funds from this grant will cover a portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking.

****PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY****

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

None. These grant funds are already addressed in the 2023 Budget.

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

Approve and electronically sign all required pages.

County Official signature & print name: Mark Nichols Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 1/4/2023

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



Federal Interagency Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services Division

Grant Number:
F22-31103-070

For

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

Dated: Sunday, January 1, 2023



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Face Sheet

Grant Number: F22-31103-070

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

☒ Subrecipient
☐ Contractor

1. Grantee CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY, 223 E 4TH ST STE 3 PORT ANGELES, WA 98362		2. Grantee Doing Business As (as applicable) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Christi Wojnowski Manager of Administration & Support (360) 417-2297 cwojnowski@co.clallam.wa.us		4. COMMERCE Representative Lisa Lipsey Program Manager (564) 669-3830 lisa.lipsey@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501	
5. Grant Amount \$16,417.00	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date 01/01/2023
8. End Date 12/31/2023			
9. Federal Funds (as applicable) \$16,417.00		Federal Agency: <u>ALN</u> Department of Justice, OVW	
10. Tax ID # N/A		11. SWV # SWV0000200-12	
12. UBI # 601639015		13. UEI # JV6JJNELRBS5	
14. Grant Purpose STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Certification of Compliance with Federal Regulations, Attachment "B" – U.S. Department of Justice Certified Standard Assurances, Attachment "C" – EEOC Compliance Certification Form, Attachment "D" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "E" – Requirement to Report Actual or Imminent Breach of Personally Identifiable Information, Attachment "F" – Scope of Work, Attachment "G" – Budget			
FOR GRANTEE Mark Nichols Prosecuting Attorney Name, Title _____ Signature _____ Date		FOR COMMERCE _____ Diane Klontz, Deputy Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/17/2020

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

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

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

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

Federal Award Date: 09/1/2021

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

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

Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: \$11,417.00

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

Federal Award Date: 09/13/2022

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

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

Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: \$5,000.00

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

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

"This project was supported by Subgrant No. **F22-31103-070** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

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

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

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

4. AUDIT

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

- A.** Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B.** Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.



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

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse.

5. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

6. COMPENSATION

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

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

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



Payment will be on a reimbursement basis only.

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

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

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

7. CONFERENCES, MEETINGS, AND TRAININGS

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

OVW Training Guiding Principles

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

Food and Beverage Costs

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

8. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:

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



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

LOWER TIER COVERED TRANSACTIONS

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

9. FRAUD AND OTHER LOSS REPORTING

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

10. GRANT MANAGEMENT

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

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

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

11. GRANT MODIFICATION

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

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



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

12. INDIRECT COSTS

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

13. INSURANCE

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

14. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

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

15. NON-SUPPLANTING

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

16. POLITICAL ACTIVITIES

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

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

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

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

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



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

18. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

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

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

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

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

19. REPORTING

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



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

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

21. STATUTORY AND REGULATORY REQUIREMENTS

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

22. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

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

23. VAWA 2013 NON-DISCRIMINATION PROVISION

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

24. ORDER OF PRECEDENCE

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

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



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



General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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



3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

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

6. COPYRIGHT

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

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

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



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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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



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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBGRANTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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



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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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



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

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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



Attachment A: Certification of Compliance with Federal Regulations

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

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

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

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

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

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

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

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

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

5. Determinations of suitability to interact with participating minors

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



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

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

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

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

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

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

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

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

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

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

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

9. Employment eligibility verification for hiring under the award

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



10. Restrictions on "lobbying" and policy development

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

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

11. Confidentiality and information sharing

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

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

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

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

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

**14. Notification of Findings of Discrimination or Non-Compliance**

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

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

15. Copyrighted Works

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

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

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

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

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

Clallam County Prosecuting Attorney's Office

Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

12/27/22

Signature of Authorized Official

Date



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

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

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



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

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

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

Mark Nichols

12/27/22

Signature of Authorized Official

Date



Attachment C: EEOP Compliance Certification Form

Recipient's Name: Clallam County Prosecuting Attorney's Office	
Address: DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Christi Wojnowski, Manager of Administration & Support	
Telephone Number: (360) 417-2297	E-Mail Address: cwojnowski@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

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

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP is on File for Review

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

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

[organization],
223 E 4th Street, Suite 16, Port Angeles, WA 98362

[address].

Tammy Sullenger, HR Analyst
Print or Type Name and Title

Tammy Sullenger
Signature

12/23/2022
Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

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

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

Print or Type Name and Title

Signature

Date



Attachment D: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

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

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

1. In accepting this award, the recipient—

- A.** represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- B.** certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

A. it represents that—

- 1)** it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- 2)** it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- B.** it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Prosecuting Attorney's Office

Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

Mark Nichols

12/27/22

Signature of Authorized Official

Date



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

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

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

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

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

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

Clallam County Prosecuting Attorney's Office

Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

A handwritten signature in blue ink that reads "Mark Nichols".

12/27/22

Signature of Authorized Official

Date



Attachment F: Scope of Work

January 1, 2023 through December 31, 2023

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

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

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

- system-based advocacy on behalf of the victim;
- information and support for victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of domestic violence, sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving adult or youth victims (ages 11 or older) of domestic violence, sexual assault, dating violence and/or stalking.

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

Outreach, Public Awareness and Education Activities

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

Coordinated Community Response Team

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

Victim Safety and Recovery

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

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion,



sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.

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

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

Deliverables

The Grantee shall be responsible for the following deliverables:

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

Performance Measures

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

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

Attachment G: Budget

January 1, 2023 through December 31, 2023

<u>Budget Category</u>	<u>Amount</u>
Salaries	\$ 16,417.00
Total Grant	\$ 16,417.00
Match	\$ 5,473.00
Total Project	\$ 21,890.00

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

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

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

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

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

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



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Cheryl Rasch	Grant Manager	Proofed documents	12/12/2022 8:06 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	12/12/2022 8:37 AM PST
Richard Torrance	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	12/12/2022 12:57 PM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature

Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

Certificate Of Completion

Envelope Id: F779FCCCF1EE419982FBF8A2FCE0F4D0
 Subject: Complete with DocuSign: OCVA - STOP FY22 Local Government Grant # F22-31103-070
 Division:
 Community Services and Housing
 Program: OCVA
 ContractNumber: F22-31103-070
 DocumentType: Contract
 Source Envelope:
 Document Pages: 31
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Signatures: 0
 Initials: 0

Envelope Originator:
 Kelly Tracy
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 kelly.tracy@commerce.wa.gov
 IP Address: 198.239.10.209

Record Tracking

Status: Original 12/9/2022 12:01:52 PM	Holder: Kelly Tracy kelly.tracy@commerce.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Cheryl Rasch
 cheryl.rasch@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Signature**Completed**

Using IP Address: 147.55.149.251

Timestamp

Sent: 12/9/2022 12:04:55 PM
 Viewed: 12/12/2022 8:03:54 AM
 Signed: 12/12/2022 8:06:23 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jodine Honeysett
 jodine.honeysett@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 198.239.106.211

Sent: 12/12/2022 8:06:26 AM
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 Signed: 12/12/2022 8:37:19 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Richard Torrance
 richard.torrance@commerce.wa.gov
 Washington State Department of Commerce
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 147.55.134.84

Sent: 12/12/2022 8:37:21 AM
 Viewed: 12/12/2022 12:56:58 PM
 Signed: 12/12/2022 12:57:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark Nichols
 mark.nichols@clallamcountywa.gov
 Prosecuting Attorney
 Clallam County
 Security Level: Email, Account Authentication
 (None)

Sent: 12/12/2022 12:57:09 PM
 Viewed: 12/13/2022 10:59:04 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/13/2022 10:59:04 AM
 ID: 0019e53c-4162-43d5-b5c1-160aa95c9504

Signer Events	Signature	Timestamp
Diane Klontz diane.klontz@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2022 12:04:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



JAN 09 2023
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AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 01/09/23

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

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Office has two model DF175 Suzuki boat motors that are no longer used by the department. It is desired that these motors be declared surplus to be used as trade-in value towards the purchase of two new Yamaha boat motors. The process for declaring property surplus and disposing of surplus property is set forth in Chapter 36.34 RCW and Clallam County Administrative Policy 455. This process involves:

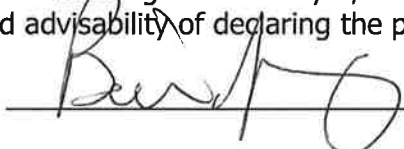
1. The BOCC holding a public hearing after publication of notice thereof,
2. The BOCC declaring the property surplus,
3. The Sheriff's Office using the motors as trade-in value towards the purchase of new motors.

Budgetary impact:

Pursuant to RCW 36.34.120, proceeds from the sale of used equipment must be credited to the fund from which the original purchase price was paid. The sale proceeds will off-set costs paid from the Sheriff's Office Vessel Registration Fee fund.

Recommended action:

Adopt the attached resolution scheduling a public hearing on February 7, 2023 for the purpose of receiving public comment on the propriety and advisability of declaring the property surplus.

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Chief Deputy Munger

Relevant Departments: Sheriff's Office

Date submitted: 01/04/23

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

Agenda Item Summary Boat Motor call for hearing 2023
Revised: 3-04-2019



RESOLUTION _____, 2023

CALL FOR HEARING ON THE PROPOSED SALE OF SURPLUS PROPERTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office has determined that two model DF175 Suzuki boat motors are no longer usable by the department now or in the foreseeable future. The serial numbers of the two motors are 17502F-210106 and 17502F-111188, be declared surplus and used as trade-in value towards the purchase of two new Yamaha motors.
2. The Sheriff's Office desires to use these Suzuki boat motors as trade-in value towards the purchase of two new Yamaha motors. Proceeds for the sale of the equipment will be deposited into the Sheriff's Office Vessel Registration Fee Fund.
3. Pursuant to Chapter 36.34 RCW and Clallam County Administrative Policy 455, the Board of Clallam County Commissioners has the responsibility to declare property surplus and to approve sale of this property after holding a public hearing to determine the propriety and advisability of such proposed action.

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

1. A public hearing on the proposed sale of surplus property listed above be held in the Commissioner's meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington at 10:30 a.m. on February 7, 2023.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mike French

Publish: January 27 and January 30, 2023

Bill: Sheriff's Office

JAN 09 2023

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3b



AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** 01.09.23

REGULAR AGENDA ☒ **Meeting Date:** 01.10.23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Health and Human Services is submitting to the BOCC an RFP for Homeless Program Funding and related services that are responsive to the priorities listed in the RFP. Date of release for the RFP is scheduled to be January 11, 2023. The funding period will be July 2023 through June 30, 2025.

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?** ☐

The budget line is in the HHS 2023 budget and will be increased accordingly through budget emergency.

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

Release the RFP notice for publication.

County Official signature & print name:

Jennifer Oppelt

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

Relevant Departments: Health and Human Services

Date submitted:

January 4, 2023

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

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

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Clallam County Health & Human Services Department is soliciting proposals from interested parties to provide Affordable Housing, Homeless Assistance, and related services throughout Clallam County for the period July 1, 2023 through June 30, 2025.

Sealed proposals must be clearly marked on the outside of the envelope **"Homelessness Program Funding PROPOSAL 2023"**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered to 223 East 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, March 6, 2023**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners' Meeting on Tuesday, March 7, 2023.

An RFP application and information packet is available on the Clallam County website at www.clallamcountywa.gov/HHS or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 East 3rd Street (upper floor), Port Angeles, Washington. Telephone 360.417.2582 or email christine.dunn@clallamcountywa.gov for packets.

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

PASSED THIS _____ day of _____, 2023

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Department

Publish: January 13th and January 20th, 2023

Bill: Health and Human Services



Clallam County Affordable Housing & Homeless Housing and Assistance Funds

2023 Request for Proposals

July 1, 2023 – June 30, 2025

DEADLINE: March 6, 2023

**CLALLAM COUNTY HOMELESSNESS PROGRAM FUNDING
2023 – 2025 REQUEST FOR PROPOSALS (RFP)
Affordable Housing & Homeless Housing and Assistance Funds**

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CLALLAM COUNTY HOMELESSNESS PORGRAM FUNDING REQUEST FOR
PROPOSAL SUMMARY
Affordable Housing & Homeless Housing and Assistance Funds

Clallam County Health and Human Services Department is requesting proposals for Affordable Housing (2060) and Homeless Housing and Assistance Funds (2163). Funding will be available for the period July 1, 2023 through June 30, 2025. The local Homelessness Task Force, appointed per Resolution 85, 2005 prioritized and selected the following service areas for 2023 – 2025 funding:

- 1. Shelters**
- 2. Housing**
- 3. Support Services**
- 4. Safe Parking/Camping**

Proposals/applications must have one priority selected. Only one funding priority can be selected for each application. You must submit more than one application if you are proposing multiple projects.

Funding will be available for the period July 1, 2023 through June 30, 2025 as follows:

Affordable Housing (2060):

July 1, 2023 – June 30, 2024	\$120,000
July 1, 2024 – June 30, 2025	\$120,000

Homeless Housing and Assistance Funds (2163):

July 1, 2023 – June 30, 2024	\$600,000
July 1, 2024 – June 30, 2025	\$600,000

Voluntary Bidder's Questions and Answers will be posted to the Health and Human Services Website

All questions regarding RFP content or process must be received by Clallam County Health and Human Services in writing (christine.dunn@clallamcountywa.gov) no later than January 23, 2023 at 5:00 P.M. Written responses to questions raised by written inquiry will be posted to www.clallamcountywa.gov/hhs no later than January 27, 2023 at 5:00 P.M. Responses will only be provided in written format and posted. It is solely the Bidder's responsibility to access posted questions and answers.

PROPOSAL DEADLINE: Monday, March 6, 2023 at 3:00 P.M. (See Section VI)

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, MARCH 6, 2023, WHETHER HAND DELIVERED OR BY U.S. MAIL. NO LATE PROPOSALS WILL BE ACCEPTED.

EACH PROPOSAL MUST BE:

1. **IN A SEPARATE ENVELOPE**
2. **THREE RING HOLE PUNCHED**
3. **ONE (1) ORIGINAL**
AND
4. **EIGHT (8) COPIES**
5. **THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED "Homelessness Program Funding Proposal 2023"**
6. **AN ELECTRONIC PDF VERSION OF THE PROPOSAL MUST BE SENT TO Christine Dunn AT christine.dunn@clallamcountywa.gov**

A Mandatory Virtual Interview with the RFP Review Committee will be held the week of March 20th – 24th time TBD. Bidders will be contacted to schedule a virtual interview.

BACKGROUND

In 2005, House Bill 2163: Homelessness Housing and Assistance Act and in 2002, House bill 2060: Affordable Housing were signed into Washington State law. These laws impose surcharges on recording fees for recording of real property documents and dedicate these funds to housing programs for extremely low-income and very low-income persons. In 2005 the Clallam County Board of Commissioners approved an ordinance authorizing these fees to be taken by the county auditor and created the Clallam County Homelessness Task Force.

SCOPE OF WORK

Proposals for Homelessness Program Funding must address one of the four priority areas.

1. **Shelters**
2. **Housing**
3. **Support Services**
4. **Safe Parking/Camping**

This Request for Proposal is available on the Internet at <http://www.clallamcountywa.gov/HHS> or by contacting Christine Dunn at Clallam County Health & Human Services; **Phone:** 360.417.2582; **Email:** christine.dunn@clallamcountywa.gov. The Clallam County Health & Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level.

REQUEST FOR PROPOSAL (RFP) TIMELINE
Clallam County Homelessness Program Funding

Date	Activity
December 6, 2022	Homelessness Task Force Meeting – Priorities Confirmed
January 9, 2023	RFP presented to BOCC at work session meeting
January 10, 2023	RFP approved by BOCC at regular agenda meeting
January 11, 2023	RFP released
January 23, 2023	Voluntary Bidders Conference questions due to christine.dunn@clallamcountywa.gov by 5pm
January 27, 2023	Voluntary Bidders Conference answers posted to HHS website (http://www.clallamcountywa.gov/HHS)
March 6, 2023	Proposals due to Board of Commissioners by 3:00 p.m.
March 7, 2023	Proposals opened and accepted at BOCC meeting
March 20 – 24, 2023	MANDATORY virtual interviews with RFP Review Committee. Rating sheets completed/finalized. Preliminary recommendations made
April 4, 2023	Homelessness Task Force Meeting Recommended Proposals on Agenda for Approval
April 17, 2023	Work Session with BOCC for funding recommendations
April 17 – May 31	Contracts to County Prosecutor for approval if required
June 5, 2023	Contracts to Providers and returned to HHS with signatures
June 20, 2023	BOCC regular meeting for contract final approval
July 1, 2023	Contract period begins

Note – All dates are subject to change – Updated December 2022

I. APPLICANT ELIGIBILITY

This RFP is seeking interested providers, both public and private, with applicable experience and infrastructure to provide Homelessness Services within Clallam County.

Definition of “Homeless” for Affordable Housing and Homeless Housing and Assistance Funds:

The legislation defines a homeless person as: “...an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes people who have a substance disorder, a mental health disorder, and sex offenders who are homeless.”

Who is Eligible for Services under these Funds?

Persons meeting the definition of homeless under the legislation (see above) and persons at-risk of homelessness such as:

- Persons being evicted within a week from a private dwelling unit or leaving an institution, such as a mental health or substance use treatment facility or a jail/prison with no subsequent residence identified and lacking the resources needed to obtain housing
- Persons fleeing domestic or family violence with no subsequent safe residence identified and lacking the resources needed to obtain such housing
- Persons living on the streets or in emergency shelter but are spending a short time (up to 30 consecutive days) in a hospital or other institution
- Persons who would otherwise be living on the streets or in an emergency shelter

II. AVAILABLE FUNDING

Funding will be available for the funding cycle of July 1, 2023 through June 30, 2025 as follows:

Affordable Housing (2060):

July 1, 2023 – June 30, 2024	\$120,000
July 1, 2024 – June 30, 2025	\$120,000

Homeless Housing and Assistance Funds (2163):

July 1, 2023 – June 30, 2024	\$600,000
July 1, 2024 – June 30, 2025	\$600,000

Funding must be requested and used within each funding period. There is no carry over of unused funds into the next funding period or cycle. Each proposal requires a budget completed for EACH funding period. For example, if a proposal is for the entire 2 years, 2 budgets must be submitted (one for each period as outlined above).

III. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 24-month fund cycle. The period of performance for services solicited under this RFP begins July 1, 2023 and ends June 30, 2025. Carryover of unspent funds into the next program year is not permissible. Similarly, unspent funds in one funding cycle will not carryover to future fund cycles. In addition, initial funding is

not an assurance or guarantee of ongoing operational funding after the contract period. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years.

IV. PURPOSE AND PERMISSIBLE USE OF FUNDING

In 2005, House Bill 2163: Homelessness Housing and Assistance Act and in 2002, House bill 2060: Affordable Housing were signed into Washington State law. These laws impose surcharges on recording fees for recording of real property documents and dedicate these funds to housing programs for extremely low-income and very low-income persons. In 2005 the Clallam County Board of Commissioners approved an ordinance authorizing these fees to be taken by the county auditor and created the Clallam County Homelessness Task Force.

AFFORDABLE HOUSING FUNDS (2060)

In 2002, the State Legislature enacted SHB 2060 [[RCW 36.22.178](#)], an Act relating to funds for operating and maintenance of low-income housing projects and for innovative housing demonstration projects. The Clallam County Commissioners have named this fund the Clallam County Affordable Housing Fund. The County Commissioners will make all final funding decisions.

Permissible Uses of Funding

Funding must be distributed for programs and services as written in the local homeless housing plan Homelessness Task Force 5 Year Plan.pdf or as outlined in SHB 2060 ([RCW 36.22.178](#)) which are:

Eligible activities:

- a. Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the area median income
- b. Supporting building operating and maintenance costs of housing projects or units within housing projects eligible to receive Washington State Housing Trust Funds, that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses
- c. Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States Department of Housing and Urban Development's Section 8 rental assistance voucher program standards
- d. Operating costs for emergency shelters and licensed overnight youth shelters

Funds generated by SHB 2060 ([RCW 36.22.178](#)) may not be used for salaries and benefits. Additionally, these funds cannot be used for construction of new housing if at any time the vacancy rate for available low-income housing within the county rises above 10%.

HOMELESS HOUSING AND ASSISTANCE FUNDS (2163)

In 2005, the State Legislature enacted ESSHB 2163, an Act relating to funds for addressing local homelessness by providing housing, supportive services and homeless prevention. In subsequent years, including 2018, other bills added additional funding. See RCW 36.22.179 and RCW 36.22.1791. The Clallam County Commissioners have named this fund the Homeless Task Force Fund. The County Commissioners will make all final funding decisions.

Permissible Uses of Funding

Local governments are given wide latitude covering the use of funds for any activity that can be tied to reducing and/or preventing homelessness, if it is explicitly included in the most recent local homeless plan Homelessness Task Force 5 Year Plan.pdf and as outlined in ESSHB 2163 and ESSHB 1570 (RCW 36.22.179 and RCW 36.22.1791):

Eligible activities:

- a. Rental and furnishing of dwelling units for the use of homeless persons
- b. Costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness
- c. Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals
- d. Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness
- e. Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless
- f. Outreach services for homeless individuals and families
- g. Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals
- h. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless
- i. Other activities to reduce and prevent homelessness as identified for funding in the local plan

V. ANTICIPATED SCOPE OF WORK

Proposal must show clear connection to the Homelessness Task Force 5 Year Plan.pdf and/or the 2021 Clallam County Homeless System Gaps and Needs Analysis Clallam County Homeless System Needs and Gaps Report 2021.pdf. The permissible uses of funding are listed above. However, as funding requests are usually significantly above the available funding, the Homelessness Task Force has set the following PRIORITIES in funding for July 1, 2023 through June 30, 2025:

SHELTERS

Literally, roofs over the heads of individuals. Specifically, **low barrier housing** where a minimum number of expectations are placed on people who wish to live there. The aim is to have as few barriers as possible to allow more people access to services. Low-barrier facilities that follow a harm reduction philosophy and include people with more complex needs and

multiple challenges when it comes to housing, such as mental health and substance use disorders, other conditions or disabilities, justice-system histories, etc. May also include but not limited to; shelters addressing the needs of families, women, veterans, and domestic violence.

HOUSING

Support agencies that are developing affordable housing (design/development/studies) or permanent supportive housing. Specifically, where indefinite leasing, rental assistance, or eviction prevention (diversion) is paired with supportive services to assist homeless persons or families with an adult or child member with a disability, low income or over 60 years of age achieve housing stability. This may include but is not limited to group home, home shares, and multi-generational housing.

SUPPORT SERVICES

Services in addition to housing which support or assist individuals and families to obtain and maintain housing. These services vary and can include but are not limited to: Life skills training (like income management, job training, and medication management), medical/ dental care, mental health treatment programs, substance use treatment programs, and **case management**.

SAFE PARKING/CAMPING

Safe parking/camping is intended to provide residents with a fixed location for living in recreational vehicles, automobiles and/or tents, and provides a safe and secure alternative to parking/camping on the street. Services provided will reduce harm to individuals living in vehicles/tents by providing more accurate data collection, case management, and community engagement. A 24/7 comprehensive program operations including but not limited to; intake, de-escalation strategies, trauma informed principles, harm reduction, Narcan and CPR training and the ability to maintain the safety and security of residents and their belongings.

Program Evaluation

Funded organizations must participate in a program evaluation for Homeless Program Funds in the form of a quarterly data report which will be required within 30 days of the end of each quarter. The quarterly report will be recorded on a form created in collaboration with Clallam County Health and Human Services and/or a contracted epidemiologist. The emphasis should be on capturing data at regular intervals that can be used to determine whether Homeless Funded programs met expectations of the proposed project. Evaluation efforts must include standardized data collection and reporting processes that show outcomes of services provided.

See below for following types of information:

- Quantity of services (outputs) ***required***
- Level of change occurring among participants (outcomes) ***required***
- Return-on-investment or cost-benefit (system savings) ***required***
- Various demographics **“highly recommended”**
- Adherence to the model (fidelity) ***required if applicable***
- Common measures (to be identified by Clallam County HHS and the Homelessness Task Force). Common measures will be identified in the provider contract.

VI. MINIMUM TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches) using 12 font with 1 inch margins. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to christine.dunn@clallamcountywa.gov. **The original (1) proposal and eight (8) additional copies, including all supporting material**, must be three hole punched, sealed in an envelope or box, and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Homelessness Program Funding Proposal 2023
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Homelessness Program Funding Proposal 2023
223 East 4th Street; Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the box or envelope. Proposals must be **received BY 3:00 p.m. Monday, March 6, 2023 at the physical address. Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.**

VII. GRANT PROPOSALS

All grant proposals will be screened and rated based on the following Narrative information.

Instructions for Completing the Grant Proposal Project Narrative:

Using Attachment B: Narrative Template for Grant Proposals, please provide the following information. The Narrative is limited up to 5 pages (excluding attachments).

NARRATIVE INFORMATION

1. Organizational Capacity

30 Points

A. Organizational Governance

Provide a brief description of your internal governance and leadership structure.

B. Financial

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

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

C. History of Project Management

Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

D. Staffing Capacity

Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staff have demonstrated experience working with and understanding the service needs of people experiencing homelessness.

E. Partner Agencies

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

2. Project Description

25 Points

A. Project Design

Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County.

B. Evaluation

Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe: 1) Goals; 2) Activities and 3) Objectives. Objectives must be measurable and include both outputs and outcomes. One output should be the number of individuals served. Outcomes are benefits or changes for program participants. Describe how project

outcomes will be measured. Describe how client satisfaction will be measured.

C. Previous Outcomes

If you received funding in 2021-2023 from either 2060 or 2163 funds for this same project, briefly describe the outcomes obtained by the use of those funds.

D. Affordable Housing Funds (2060)

Verify that units provided by your project will be affordable for households with incomes at or below thirty percent of the area median income.

3. Community Needs and Benefit

35 Points

A. Needs Assessment and Target Population

What is the target population you intend to serve, and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County are in need of the service you propose, and what method did you use to estimate that number? How many individuals within this target population will you serve during the grant period?

B. Outreach

Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

C. Link between Community Need and Gaps in Service

Describe the Homeless Task Force priority your project addresses. Describe which goal(s) of the Clallam County Homeless Crisis Response 5 Year Plan, legislative activities and/or 2021 Clallam County Gaps and Needs Analysis your project addresses.

4. Impact of Funds

10 Points

A. Budget Narrative

Provide a narrative that is descriptive or helpful to explain proposed expenditures in (**Attachment D**). If your project includes salaries and benefits, please list position(s) and FTE to be paid by these funds.

B. Additional Resources and Sustainability

Are you using any matching funds? If yes, what is the source? Discuss if appropriate how this project will be sustained after these funds are exhausted. Describe the impact of receiving only a portion of the requested funds. If you did not receive full funding, what percentage of requested funds would be required in order to fulfill your project, and what would be the source of remaining funds.

Grant Proposal Checklist

ONE (1) ORIGINAL PROPOSAL AND EIGHT (8) COMPLETE COPIES ARE REQUIRED (all three ring hole punched).

Grant Proposals must include the following required components in the following order:

- ☐ **Attachment A – Grant Summary Page**
Directions – Complete Attachment A. Limited up to one page.
- ☐ **Attachment B – Narrative Template for Grant Proposals**
Directions – Using Attachment B: Narrative Template for Grant Proposal, provide responses to all Narrative questions including Organizational Capacity, Community Needs and Benefit, Project Description and Project Financial Feasibility. Limited up to 5 pages. Attach copy of your most recent financial audit. Include any responses to any findings, etc.
- ☐ **Attachment C – Evaluation Worksheet**
Directions – Using Attachment C, submit detailed information in response to Narrative sections: Community Needs and Benefit and Project Description.
- ☐ **Attachment D – Project Budget Form**
Directions – Project budget must include all expenses, in detail, for the proposed budget. All funds being requested need to be identified and any match or in-kind going towards the project. Staffing should include salaries and benefits separately and include titles of all staff (if applicable). Budget items should be numerically prioritized with 1 being the most essential. A maximum 10% Administration fee is allowed for projects if needed, however, Administration is not allowed on Capital Projects (Affordable Housing 2060).

Funding period begins July 1, 2023 and ends June 30, 2025. There are two (2) distinct funding cycles (July 1, 2023 - June 30, 2024 and July 1, 2024 – June 30, 2025). Budget form (Attachment D) must be completed for each period.

No other attachments are to be submitted and will not be reviewed.

VIII. REVIEW AND SELECTION CRITERIA

The Clallam County Homelessness Task Force will convene a review committee and evaluate eligible proposals and make recommendations to the Clallam County Board of Commissioners. Only individuals who do not have a conflict of interest will participate on the review committee.

Grant Proposals will be evaluated as per section VII. GRANT PROPOSAL of this RFP packet. The review committee will convene to develop written questions they have regarding each proposal. Proposers will be notified of the date and time to appear before the committee for a question and answer session. Proposers will give a 5-10 minute summary of their proposed project and then have time to address the questions from the committee. The sessions are used to

further the evaluation process and clarify questions raised by the written proposals. Be prepared to respond to questions about the proposal related to project design, community collaboration and the budget. Please bring the persons within the organization that can provide a response to such questions.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit a proposal at the next grant cycle for 2025.

1. Important factors include:

- a. The degree the proposal addresses gaps in services.
- b. Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes.
- c. Proposal cost versus services provided.
- d. Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP.
- e. Compliance of proposal with the requirements contained within the RFP.
- f. Evidence of successful collaboration with other organizations in the community that provide similar or complementary services that will assist in making the project a success.
- g. Applicants that have received prior Affordable Housing and/or Homeless Housing and Assistance Funds must be current on all reporting forms in order to be eligible to receive 2023-2025 funds.
- h. Funding in previous years is no assurance of success in this funding cycle.
- i. Data involving services delivered to individuals must be submitted to the Homeless Management Information System (HMIS). If the bidder is not using the HMIS, a mechanism must be devised to ensure that data is collected for input into the system.
- j. The program must provide services only within Clallam County boundaries.

In evaluating each proposal, the County reserves the right to consider past County contract performance if the provider has had a contract for services in the past.

2. Unacceptable Proposals

Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

- a. Does not address the essential requirements as part of the *Project Narrative Questions* in the RFP
- b. Does not address the essential requirements of the particular project
- c. Demonstrates that the applicant does not understand the requirements of the RFP or the project
- d. Deficient in approach
- e. Contains inappropriate or unreasonable costs
- f. Does not meet the deadline for submittal
- g. Does not meet the prescribed number of copies for submittal

IX. PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint, in writing, to the Clallam County Homelessness Task Force (HTF). The HTF members will meet to review all complaints and render a decision of how to proceed. If a decision is rendered that is not agreeable to the agency, they may file a complaint with the Clallam County Board of Commissioners.

E. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

F. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

G. Waivers

The right is reserved by Clallam County to waive specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

H. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be updated online at <http://www.clallamcountywa.gov/HHS> or available by email; Christine Dunn at christine.dunn@clallamcountywa.gov.

J. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

K. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

L. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. Clallam County reserves the right to request additional data, discussion or presentation in support of written proposals.

M. Insurance Requirements

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- c. Claims for damages because of bodily injury or death of any person other than employees.
- d. Claims for damages insured by usual personal injury liability coverage.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1. COVERAGE FORMS

- a. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

- b. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall also be included: Amendment of Contractual Liability for Personal Injury Liability, Per Project Aggregate limits, and Stop Gap Employers Liability.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

Contractor's General Liability insurance shall be primary with respect to the County, and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance.

- c. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the policy.

- d. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession. Contractor shall maintain professional liability coverage for a period of at least thirty-six months following completion of Contractor's work.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

- 2. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:
 - a. Workers' Compensation

Statutory Bodily Injury including Death by Accident or Disease

- b. Stop Gap Employers' Liability
 - \$1,000,000 Bodily Injury including Death by Accident - Each Accident
 - \$1,000,000 Bodily Injury including Death by Disease - Policy Limit
 - \$1,000,000 Bodily Injury including Death by Disease – Each Employee
 - c. General Liability - Bodily Injury, Personal Injury & Property Damage
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
 - d. Automobile Liability
 - \$1,000,000 Bodily Injury including Death and Property Damage - Per Accident
 - e. Professional Liability
 - \$ 2,000,000 Per Occurrence
 - \$ 2,000,000 Annual Aggregate
 - or
 - \$ 1,000,000 Per Occurrence
 - \$ 3,000,000 Annual Aggregate
3. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of

the Contractor to obtain the full text of that endorsement and forward that full text to the County with 30 days of the execution of the contract.

X. ATTACHMENTS

(Attachments available in Word Document format)

ATTACHMENT A – Grant Summary Page

ATTACHMENT B – Narrative Template for Grant Proposals

ATTACHMENT C – Evaluation Worksheet

ATTACHMENT D – Project Budget Form

**2023 – 2025 GRANT SUMMARY PAGE
HOMELESSNESS PROGRAM FUNDING RFP
CLALLAM COUNTY**

Organization Name: _____

Proposal Title: _____

Application for: ☐ Homeless Housing and Assistance funding (2163)
OR
☐ Affordable Housing (2060)

**Please Check One
Funding Priority:** ☐ Housing
☐ Shelter
☐ Support Services
☐ Safe Parking/Camping

Proposal Summary:

Requested Funds Amount: \$ _____

Matching/In-kind Funds Amount: \$ _____

Street Address:

City: _____ State: _____ Zip: _____

Primary Contact: _____ Phone: _____ E-Mail: _____

This agency is: (please select one of the following)

- ☐ Non-profit organization defined by Section 501(c)(3) of the Internal Revenue Code
☐ For-profit entity
☐ Public housing authority
☐ Government entity

Federal Tax ID Number: _____

Signature Print Name Title Date

**2023 – 2025 NARRATIVE TEMPLATE FOR GRANT PROPOSALS
HOMELESSNESS PROGRAM FUNDING PROPOSAL
CLALLAM COUNTY**

Limited to five (5) pages (not including attachments A, C, and D)

Name of Project:

Amount requested:

July 1, 2023 – June 30, 2024 \$

July 1, 2024 – June 30, 2025 \$

TOTAL \$

Provide a brief description of the project:

July 1, 2023 – June 30, 2024

July 1, 2024 – June 30, 2025

1. Organizational Capacity

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

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

- C. Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.
- D. Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staff have demonstrated experience working with and understanding the service needs of people experiencing homelessness.

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

2. Project Description

- A. Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County.
- B. Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe; 1) Goals; 2) Activities; 3) Objectives. One output should be the number of individuals served. Outcomes are benefits or changes for program participants. Describe how project outcomes will be measured. Describe how client satisfaction will be measured:
- C. If you received funding in 2021-2023 from either 2060 or 2163 funds for this same project, briefly describe the outcomes obtained by the use of those funds
- D. For Affordable Housing funds (2060), verify that units provided by your project will be affordable for households with incomes at or below thirty percent of the area median income:

3. Community Needs and Benefit

- A. What is the target population you intend to serve, and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County need the service you propose, and what method did you use to estimate that number? How many individuals within this target population will you serve during the grant period?
- B. Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

- C. Describe the Homeless Task Force priority your project addresses. Describe which goal(s) of the Clallam County Homeless Crisis Response 5 Year Plan, legislative activities and/or 2021 Clallam County Gaps and Needs Analysis your project addresses.

4. **Impact of Funds**

- A. Provide a **Budget Narrative** that is descriptive or helpful to explain proposed expenditures in (**Attachment D**). If your project includes salaries and benefits, please list position(s) and FTE to be paid by these funds.
- B. Are you using any matching funds? If yes, what is the source? Discuss if appropriate how this project will be sustained after these funds are exhausted. Describe the impact of receiving only a portion of the requested funds. If you did not receive full funding, what percentage of requested funds would be required in order to fulfill your project, and what would be the source of remaining funds:

**2023 – 2025 EVALUATION WORKSHEET
HOMELESSNESS PROGRAM FUNDING PROPOSAL
CLALLAM COUNTY**

INSTRUCTIONS:

Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program.

DEFINITIONS:

Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Actions taken or work performed to produce specific outputs and outcomes.
Objective:	A statement of a desired program result that meets the criteria of being SMART (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities; such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in: participant satisfaction; knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are “fidelity” measures for an evidence-based practice.
Reporting:	How and from where will data be collected? How will you measure your desired/stated output/outcome to show success and/or progress?

PROJECT NAME: Click here to enter text.

A. GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE Output/Outcome	E. SOURCE/REPORTING How will you measure your stated output/outcome to indicated success and/or progress? (Every 6 months)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Homeless Housing and Assistance Funds (2163)
July 1, 2023 – June 30, 2024

PROJECT BUDGET FORM
Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	\$ -	0.00	\$ -	\$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
TOTAL	\$ -	0.00	\$ -	\$ -	

Homeless Housing and Assistance Funds (2163)

July 1, 2024 – June 30, 2025

PROJECT BUDGET FORM

Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	\$ -	0.00	\$ -	\$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
TOTAL	\$ -	0.00	\$ -	\$ -	

Affordable Housing (2060) (Capital Projects)
July 1, 2023 – June 30, 2024

PROJECT BUDGET FORM
Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				

Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Design/Architecture	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Development Costs	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	

Affordable Housing (2060) (Capital Projects)
July 1, 2024 – June 30, 2025

PROJECT BUDGET FORM

Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				

Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Design/Architecture	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Development Costs	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	

JAN 09 2023
6



AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 01/09/2023

REGULAR AGENDA ☒ **Meeting Date:** 01/17/2023

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A resolution to initiate a County Road Project (CRP) for Traffic Control Devices. This project covers installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

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

This item is budgeted as a portion of Item #25 on the 2023 Annual Construction Program

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

It is recommended that the Commissioners approve and sign this resolution.

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

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works/Road Dept.

Date submitted: 01/04/2023

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

2023 Agenda IS Initiate C1260 Traffic Control Devices

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

Revised: 3-04-2019



CR RESOLUTION ____, 2023

INITIATE A COUNTY ROAD PROJECT DESIGNATED AS CRP C1260,
TRAFFIC CONTROL DEVICES

IT IS HEREBY RESOLVED THAT improvements to various county roads will include the following:

Traffic Signing - County Wide

Installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

This project is hereby declared to be a public necessity and the county engineer is hereby ordered to report and proceed thereon as by law provided.

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the county engineer's estimate is hereby made in the amounts and for the purposes shown:

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE
595.11	Engineering	\$1,000.00
595.20	Right of way acquisition	\$0.00
	Total (Not subject to 36.77.065)	\$1,000.00
595.33	Construction by Day Labor	\$4,000.00
	Total (Subject to 36.77.065)	\$4,000.00
	Total	\$5,000.00

Est. Date to Commence Work: Jan-23

Road Dist.: All

Est. Date to Complete Work: Dec-23

Road Type: Access & Arterial

Signed This 4th Day of January, 2023

Joe Dorisi
County Engineer

This project is included in the officially adopted annual road program in accordance with RCW 36.81.130 as a portion of Item No. 25.

IT IS FURTHER RESOLVED that the construction is to be accomplished by county forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

PLEASE PUBLISH: January 21, 2023

PLEASE BILL:

Clallam County Public Works Dept.
223 E. 4th St., Ste. 6
Port Angeles, WA 98362

JAN 09 2023

7



AGENDA ITEM SUMMARY

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

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date:** January 9, 2022

REGULAR AGENDA ☒ **Meeting Date:** January 17, 2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

In the second half of 2022, Clallam County received 1 new applications for entrance into the Open Space Tax Program (Current Use), as well as 6 requests for reclassification from the Farm & Agriculture and Designated Forest Land Tax Designations into the Open Space Tax Program (Current Use). DCD Staff prepared staff reports for each application determining their eligibility for the Open Space program as well as analyzing the tax shifts that would result from said application. On December 14, 2022, the Clallam County Planning Commission held a public meeting reviewing the provided staff reports. The Planning Commission voted 7-0 to recommend that the Board of Clallam County Commissioners take action on the approval of the second half 2022 Current Use Assessment Applications consistent with the provided reports.

Budgetary impact: No Budgetary Impact. Approval of the Open Space Tax Program (Current Use) applications will result in new tax classifications for subject parcels, but will have no direct budgetary impact. **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: Vote to Approve Current Use Assessment Applications for the second half of 2022.

County Official signature & print name:

Bruce W. Emery, Bruce Emery

Name of Employee/Stakeholder attending meeting: Katherine Connors, Planner II

Relevant Departments: Department of Community Development & Office of the Assessor

Date submitted: January 4, 2022

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

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

COMMISSIONER ITEM SUMMARY
Revised: 3-04-2019



RESOLUTION _____, 2023

AUTHORIZING ACTION ON CURRENT USE ASSESSMENT (CUA) APPLICATIONS
PURSUANT TO CLALLAM COUNTY CODE CHAPTER 27.08, OPEN SPACE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act.
2. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use.
3. In the second half 2022, Clallam County received 6 requests for reclassification into the Open Space Program AND 1 new application into the Open Space Program.
4. In accordance with Clallam County Codes 27.08, Open Space; 26.01, Planning Agency; and Title 31, Comprehensive Plan, the Planning Commission held a duly advertised public hearing December 14, 2022 and motioned to approve the Open Space applications by a vote of 7-0.
5. The recommendation of the Planning Commission and corresponding changes in land valuation are reflected below:

TABLE 1: 2022 Current Use Assessment Open Space Applications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied For	Tax Shift	
CUA2022-00001	Rebecca Mahan	083011-220050	8.25	7.25	O/S Reclass	\$542.00	to Applicant
CUA2022-00002	Jack Janis	043035-110280	10.14	9.14	O/S Reclass	\$808.81	
CUA2022-00003	Shannalee & Eric Wahage	033131-252030	5.47	5.47	O/S Reclass	\$975.84	
CUA2022-00006	Michael Stevens	043014-110000	40.8	19.8	O/S Reclass	4,057.75	
CUA2022-00008	Kenneth H Baar on behalf of Annabelle Baar	083003-321700	34.10	8.03	O/S Reclass	\$536.27	
CUA2022-00005	David Chambers	052905-110000	16.93	15.93	O/S Reclass	\$247.00	to Public
CUA2022-00007	Dennis White & Hong Loan Tran	033031-500950	4.17	4.17	O/S New	\$47.59	

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

1. Approve the second half 2022 Current Use Assessment application and corresponding changes reflected above as consistent with Clallam County Code, Chapter 27.08, Open Space.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Commissioner, Chair

Commissioner

ATTEST:

Loni Gores, CMC, Clerk of the Board

Commissioner

Staff Report to the Clallam County Planning Commission

2022 Current Use Assessment Applications

December 14, 2022

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty, and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than its highest and best use. Open Space properties are assessed based on Public Benefit Resources as identified and adopted by the local legislative authority. The tax burden resulting from approval in the program is shifted to other tax payers in that taxing district. The intent is that the tax shift is offset by the public benefit derived by maintaining the property in its current use according to the chapter.

Attached are the packet items for review in preparation for the public hearing regarding the 2022 Current Use Assessment (CUA) applications (new and reclassifications).

- Statistical Summary Tables
- Data Spreadsheet for New and Reclassification Applications (Table 1)
- Draft Decision Document
- Individual Staff Reports

See below for a description of each section.

APPLICATION DATA

Table 1 contains the summary information for the new and reclassification applications under consideration: name, parcel number, acreage, and tax effect.

DRAFT DECISION DOCUMENT

Chapter 27.08 does not require that the Planning Commission prepare Findings of Fact and Conclusions of Law when making a recommendation to the Board of County Commissioners for action on CUA Applications. However, it is important to ensure that any recommendation of the Planning Commission is well documented and that the intent of the recommendation is clearly stated to the Board of County Commissioners for their consideration and action. That is why this Draft Decision Document has been submitted for your consideration. These documents summarize the applications currently under consideration.

Notwithstanding any additional changes, staff would recommend that this document be cited when making final recommendations on this matter. Certainly, if there are any changes that affect the outcome or decisions reached on any application, staff will modify this document accordingly to ensure it reflects the record.

STAFF REPORTS

Staff reports for each application review under consideration are included in the Planning Commissioner's packets. Applications, professional reports and other supporting documents

are not included, but available online. To read individual applications at Clallam.net, follow the "Permits and Licenses" link to the "online permit system."

STATISTICAL SUMMARIES

The table below provides a summary of the reclassification reviews and new case under consideration in this cycle and the corresponding tax shift as a result of approval of staff recommendations. The Staff Reports provide case-specific data that shows how the property owners will be affected should staff's recommendations be approved by the Planning Commission. Staff is recommending approval to add one (1) new parcel into the Open Space Program. Staff is also recommending approval of the Reclassification reviews presented in this round (6 parcels, 6 owners).

Second Half 2022 Open Space Application Summary	
ACREAGES WITH TAX INCREASES (reclassification to O/S from other program)	49.7
DOLLAR AMOUNT OF TAX INCREASES (to owners)*	\$6920.81
ACREAGES WITH TAX DECREASES (new and reclassification to O/S)	19.8
DOLLAR AMOUNT OF TAX INCREASES TO THE PUBLIC	\$294.59

* Shifted from the public back to the individual owners

TABLE 1: 2022 Current Use Assessment Open Space Applications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied For	Tax Shift	
CUA2022-00001	Rebecca Mahan	083011-220050	8.25	7.25	O/S Reclass	\$542.00	to Applicant
CUA2022-00002	Jack Janis	043035-110280	10.14	9.14	O/S Reclass	\$808.81	
CUA2022-00003	Shannalee & Eric Wahage	033131-252030	5.47	5.47	O/S Reclass	\$975.84	
CUA2022-00006	Michael Stevens	043014-110000	40.8	19.8	O/S Reclass	4,057.75	
CUA2022-00008	Kenneth H Baar <i>on behalf of</i> Annabelle Baar	083003-321700	34.10	8.03	O/S Reclass	\$536.27	
CUA2022-00005	David Chambers	052905-110000	16.93	15.93	O/S Reclass	\$247.00	to Public
CUA2022-00007	Dennis White & Hong Loan Tran	033031-500950	4.17	4.17	O/S New	\$47.59	

Respectfully Submitted,



Katherine Connors

Department of Community Development, Clallam County

**2nd Half 2022 Current Use Assessment Applications Decision Document
of the Clallam County Planning Commission
December 14, 2022**

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use. An Open Space application's tax valuation is based on Public Benefit Resources as identified by the Ratings Table and adopted by the Planning Commission. The tax burden resulting from approval in the program is shifted to tax payers not enrolled in the program within the respective taxing district. The intent is the tax shift is offset by the public benefit derived by maintaining the property in its current use.

In 2022, the Clallam County Assessor's Office received 1 new Open Space applications for 1 parcels, and 6 applications for reclassifying 6 parcels into the County's Open Space Program from the Farm and Agriculture classification and the Designated Forest Land classification.

In accordance with the Clallam County Open Space Code (CCC 27.08), Planning Agency (CCC 26.01), and Title 31, Clallam County Comprehensive Plan, the Planning Commission held a duly advertised public hearing on December 14, 2022.

Following the close of the public hearing and after consideration of the applications, staff recommendation, public testimony, and other information provided at the public hearing, the Clallam County Planning Commission by a vote of 7-0 hereby recommends that the Board of Clallam County Commissioners take action on the 2022 Current Use Assessment Applications consistent with Table 1.

Respectfully Submitted,



Katherine Connors, Planner II

Department of Community Development, Clallam County

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00001

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Rebecca Mahan Baillargeon
427 Liljedahl Road
Port Angeles, WA 98363
- B. Property IDs: 083011-220050 (geographic) 76261 (property)
- C. Parcel Acreage: 8.25 total acres
- D. Acreage Under Review: 7.25
- E. Home Site: Yes, 1 acre
- F. Legal Description: W417 EXC N447 OF NWNW SUR V23 P74 LINE SURV V46 P98
- G. Zoning: RLM, Rural Low Mixed
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 2 PBRs points on the acreage for 5% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 Stream	CCC 27.08.060(4)	2
Total		2

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 3 creek under the eligibility language of the definition found in CCC 27.08.060(4), "*properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030...*".
3. This review grants 5% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$1,145	\$66,196	8.338209	\$9.55	\$552	\$542

* Farm Assessed value is \$158/ac on 7.25 acres or \$1,145

** This is 95% of full Market Value of \$69,680 or 5% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 5% reduction in land valuation for 7.25 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00002

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Jack Milton Janis
235 Wildwood Lane
Sequim, WA 98362
- B. Property IDs: 043035-110280 (geographic) 83383 (property)
- C. Parcel Acreage: 10.14 total acres
- D. Acreage Under Review: 9.14
- E. Home Site: Yes, 1 acre
- F. Legal Description: PARCEL B BLA SUR V75 P32 FKA PTN SURV V50 P57
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Meander Hazard Zone	CCC 27.08.060(2)	3
Development Pressure	CCC 27.08.060(16)(a)	3
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Meander Hazard Zone from the Dungeness River as described in CCC 27.08.060(2) (*within riparian meander hazard zones as designated by the Clallam County critical areas maps.*). As the property does not gain any point benefits through the streams definition, it does gain points for the Meander Hazard Zone.
3. The parcel is granted points for "development pressure," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) (*"zoned ..., R5, ... subject property must be large enough to be legally subdividable"*). The property is larger than the required 9.6 acres to divide within the zone.
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$5,182	\$93,945	9.107475	\$47.19	\$856	\$808.81

* Farm Assessed value is \$567/ac on 9.14 acres or \$5,182

**A. This is 80% of full Market Value of \$117,431 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 9.14 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00003

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Shannalee & Eric Wehage
15140 Palmer Ln
Tenino, WA 98589
- B. Property IDs: 033131-252030 (geographic) 27965 (property)
- C. Parcel Acreage: 5.48 total acres
- D. Acreage Under Review: 5.48
- E. Home Site: None; vacant lot.
- F. Legal Description: PARCEL 1 SURVEY V2 P74 AKA PTN MADISON DC
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 3 PBRs points on the acreage for a 10% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 2 Stream	CCC 27.08.060(4)	3
Total		3

*Per CCC 27.08.080 table footnote, may be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC.

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 2 stream along the northern property line. Per CCC 27.08.060(4), *"properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030..."*
3. This review grants 10% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$3,107	\$122,768	9.10747	\$142.16	\$1,118	\$975.84

*Farm Assessed value is \$567/ac on 5.48 acres or \$3,107

**This is 90% of full Market Value of \$136,409 or 10% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 10% reduction in land valuation for 5.48 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00005

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: David Chambers
4592 Deer Park Rd
Port Angeles, WA 98362
- B. Property IDs: 052905-110000 (geographic) 47393 (property)
- C. Parcel Acreage: 16.63 total acres
- D. Acreage Under Review: 15.63
- E. Home Site: Yes, 1 acre.
- F. Legal Description: GOVT LOT 1 EXC S 280FT AND EXC N 495FT NENE LINE
SURV V76 P72
- G. Zoning: RCC5, Rural Character Conservation 5
- H. Review Synopsis: Property is being reviewed as a reassessment case to the Open Space Program. Applicant previously was in Open Space under CUA2018-00030 during an audit, in which it was given a 10% reduction.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 7 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 Stream	CCC 27.08.060(4)	2
Landslide Hazard	CCC 27.08.060(13)	2
Development Pressure	CCC 27.08.060(16)(a)	3
Total		7

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 3 Stream that runs centrally through the parcel.
3. The subject parcel is granted points for Landslide Hazard Areas located centrally and along the western property line.
4. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").
5. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value	Value if Approved*	2022 Levy Rate (per \$1000 of Value) tax area 102	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
\$112,080,	\$89,664	11.04912	\$1,238	\$991	(\$247)

* This is 80% of full Market Value of \$112,080 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 15.63 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00006

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Michael Stevens
1283 Simmons Ln
Novato, CA 94945
- B. Property IDs: 043014-110000 (geographic) 37691 (property)
- C. Parcel Acreage: 40.8 total acres
- D. Acreage Under Review: 19.8
- E. Home Site: Yes, 1 acre.
- F. Legal Description: NENE
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use. 20 acres will be remaining in agriculture, with 19.8 acres going to Open Space, with 1.0 acres taken out for the home site.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Floodplain, floodway, and meander hazard zone	CCC 27.08.060(1), (2)	3
Development Pressure	CCC 27.08.060(16)(a)	3
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence floodway, floodplain, and meander hazard zone, all of which are located in the southwestern region of the parcel.
3. The parcel is granted points for "development pressure," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*zoned ... R5, ... subject property must be large enough to be legally subdividable*"). The property is larger than the required 9.6 acres to divide within the zone.
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$11,226.60	\$456,800	9.107475	\$102.25	\$4,160	\$4,057.75

*Farm Assessed value is \$567/ac on 19.8 acres or \$11,226.60

**This is 80% of full Market Value of \$571,000 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 19.8 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00007

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Dennis White & Hong Loan Tran
64 Lester Way
Sequim, WA 98382
- B. Property IDs: 033031-500950 (geographic) 26722 (property)
- C. Parcel Acreage: 4.19 total acres
- D. Acreage Under Review: 4.19
- E. Home Site: No, undeveloped lot.
- F. Legal Description: LOT 23 LESTER MCFARLAND FARM V6 OF PLATS P74
- G. Zoning: NC, Rural Neighborhood Conservation
- H. Review Synopsis: Property is being reviewed as a reclassification request from Vacant Land to Open Space.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 2 PBRs points on the acreage for a 5% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Unclassified* Wetland	CCC 27.08.060(8)(b)	2
Total		2

*Per CCC 27.08.060(8), landowners whose properties contain unclassified wetlands may choose to either provide documentation that specifies the classification of the subject wetland or accept public benefit points equal to that provided for Class III wetlands.

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of undelineated wetlands on the property. Unclassed wetlands accept public benefit points equal to that of Class III wetlands unless the applicant provides "*documentation that specifies the classification of the subject wetland. If necessary, such documentation shall be prepared, at the landowner's expense, by a professional consultant approved by Clallam County,*" CCC 27.08.060(8).
3. This review grants 5% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
\$104,501	\$99,276	9.107475	\$951.74	\$904.15	(\$47.59)

* This is 95% of full Market Value of \$104,501 or 5% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 5% reduction in land valuation for 4.19 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00008

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Kenneth H Baar
623 Dempsey Rd
Port Angeles, WA 98363
- B. Property IDs: 083003-321700 (geographic) 75894 (property)
- C. Parcel Acreage: 34.10 total acres
- D. Acreage Under Review: 8.03
- E. Home Site: No, undeveloped lot.
- F. Legal Description: NWSW EXC R/W AND EXC TAX #8192 AND EXC PTN IN DFL
- G. Zoning: RLM, Rural Low Mixed
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 5 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 4 Stream	CCC 27.08.060(4)	2
Development Pressure	CCC 27.08.060(16)(a)	3
Total		5

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence a Type 4 stream along the northern portion of the parcel, where the 8.03 acres being analyzed are located.
3. The parcel is granted points for "development pressure," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*zoned ... RLM, ... subject property must be large enough to be legally subdividable*"). The property is larger than the required 10 acres to divide within the zone.
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$1,269	\$66,528	\$8.3382	\$18.73	\$555	\$536.27

* Farm Assessed value is \$158/ac on 8.03 acres or \$1,269

**A. This is 80% of full Market Value of \$83,160 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 8.03 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

JAN 09 2023

8



AGENDA ITEM SUMMARY

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

Department:

DCP

WORK SESSION



Meeting Date: 1/9/23

REGULAR AGENDA



Meeting Date: 01/17/2023

Required originals approved and attached? ☒

Will be provided on:

Item summary:☐ Call for Hearing☒ Contract/Agreement/MOU - Contract # OTGP-2023-CLCoCD-00003☐ Resolution☐ Proclamation☐ Budget Item☐ Draft Ordinance☐ Final Ordinance☐ OtherDocuments exempt from public disclosure attached: ☐**Executive summary:**

This is a one time 2023 NOAA Congressionally Directed Spending funding being administered through WA Ecology Northwest Straits Marine Conservation Initiative FY22. Clallam County Marine Resource Committee (MRC) will enhance substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S'Klallam Tribal Tidelands near Sequim, WA. Clallam County MRC and Jamestown S'Klallam Tribe are working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. The overall goal of this project is to expand the Olympia oyster populations in Sequim Bay, WA.

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

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

Please sign the contract on DocuSign. A link will be sent to commissioner Ozias. The Department of Ecology does not want a signature on paper.

County Official signature & print name:

A handwritten signature in blue ink, appearing to read "Bruce W. Gores".

Name of Employee/Stakeholder attending meeting: _Rebecca Mahan_

Relevant Departments:

DCD

Date submitted: 12/13/2022

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

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

Agenda Item Summary Olympia oyster CDS

Revised: 3-04-2019

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



Agreement No. OTGP-2023-ClCoCD-00003

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Clallam County, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam County Marine Resources Committee Projects
Total Cost:	\$96,650.00
Total Eligible Cost:	\$96,650.00
Ecology Share:	\$96,650.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2023
The Expiration Date of this Agreement is no later than:	12/31/2023
Project Type:	Ecology Grant

Project Short Description:

Clallam County Marine Resources Committee (MRC) (RECIPIENT) will enhance substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S’Klallam Tribal Tidelands near Sequim, Washington.

Project Long Description:

The RECIPIENT and Jamestown S’Klallam Tribe are working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. This new area will be based on the current spatial distribution of oyster recruitment throughout the tideland or area that has good habitat.

Overall Goal:

The goal of this project is to expand the Olympia oyster populations in Sequim Bay, Washington.

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St, Suite 6
Port Angeles, Washington 98362

Organization Fax: (360) 417-2513

Contacts

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Project Manager	Rebecca Mahan MRC Coordinator 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: rebecca.mahan@clallamcountywa.gov Phone: (360) 417-2322
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
Department of Ecology

Clallam County

By: _____

By: _____

Joenne McGerr

Date

Mark Ozias

Date

Shorelands

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,650.00**

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Rebecca Mahan

1. Project Administration and Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Payment Requests / Progress Reports. Upload in EAGL and notify ECOLOGY Project Manager.	
1.2	Recipient Close Out Report (RCOR). Complete in EAGL and notify ECOLOGY Project Manager.	12/31/2023

SCOPE OF WORK

Task Number: 2 **Task Cost: \$94,000.00**

Task Title: 2. Olympia Oyster Restoration

Task Description:

The RECIPIENT will collaborate with the Jamestown S'Klallam Tribe to develop a shell placement plan based on population assessment data, local knowledge, and recruitment data. The RECIPIENT will place a total of 200 cubic yards of shells in locations know to be successful for recruitment or ideal habitat.

The shell placement plan will be formulated based on six years of population assessments; a three-year recruitment study, that illustrates spatially how Olympia oysters have recruited outside of the three existing restoration sites, and local knowledge of the site. This data set will be used to determine where shells will be added outside the current three restoration sites, and GIS will be used to pinpoint specific spots for shell placement.

Placement of Pacific oyster shells will include field operations, with blank shell transferred onto a landing craft and positioned at pre-determined GPS locations. Shell bags will be placed by landing craft at high tide to be accessed at low tide for spreading shells by hand.

Task Goal Statement:

The goal of this project is to provide additional substrate for Olympia oyster recruitment through habitat enhancement using blank pacific oyster shells.

Task Expected Outcome:

Shells on the beach will naturally condition for the settlement of oysters. In subsequent years, monitoring will be conducted to determine whether Olympia oysters are settling on the new substrate.

Recipient Task Coordinator: Chris Burns

2. Olympia Oyster Restoration

Deliverables

Number	Description	Due Date
2.1	Quarterly progress reports. Upload in EAGL and notify ECOLOGY Project Manager.	
2.2	Shell placement plan. Upload in EAGL and notify ECOLOGY Project Manager.	07/07/2023
2.3	Final project report. Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023

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Project Title: Clallam County Marine Resources Committee Projects
Recipient Name: Clallam County

BUDGET

Funding Distribution EG230118

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023 NOAA Congressionally Directed Spend
Funding Type: Grant
Funding Effective Date: 01/01/2023
Funding Expiration Date: 12/31/2023

Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY22

Fund: FD

Type: Federal

Funding Source %: 100%

Description: This award number NA22NMF4690358, to ECOLOGY, WASHINGTON STATE DEPARTMENT OF, supports the work described in the Recipient's proposal entitled, "WA ECY Northwest Straits Marine Conservation Initiative FY22" dated 06/24/2022, which is incorporated into the award by reference.

Federal Awarding Agency: NOAA

Federal Awarding Agency Contact: Desmond Gelman

Federal Awarding Agency Phone: (503) 530-0274

Federal Awarding Agency Email: desmond.gelman@noaa.gov

Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland OR 97232

CFDA Catalog Name: Congressionally Identified Awards and Projects

CFDA Number: 11.469

FAIN: NA22NMF4690358

Research Grant: No

Federal Award Date: 7/15/2022

Total Federal Award Amount: \$3,000,000.00

Federal Funds Obligated To Recipient: \$96,650.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

2023 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	\$ 2,650.00
2. Olympia Oyster Restoration	\$ 94,000.00

Total: \$ 96,650.00

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023 NOAA Congressionally Directed Spending	0.00 %	\$ 0.00	\$ 96,650.00	\$ 96,650.00
Total		\$ 0.00	\$ 96,650.00	\$ 96,650.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

I. Scientific Integrity**A. General Guidelines**

1. **Maintaining Integrity.** The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
 2. **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
 3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
 4. **Primary Responsibility.** The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. **Initiating Investigation.** If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

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a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as

appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition,

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funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IV. Audit Resolution

Recipients that expend \$750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of

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the General Counsel.

After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their subrecipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

Department of Commerce Financial Assistance Standard Terms and Conditions

This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

A. PROGRAMMATIC REQUIREMENTS

.01 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.02 Disclaimer Provisions

The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with

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Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

C. PROPERTY STANDARDS

.01 Standards

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Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including

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subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

E. NATIONAL POLICY REQUIREMENTS

.01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

- a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
- b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
- c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
- d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
- e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
- f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
- g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
- h. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations")
- i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
- k. Rivers and Harbors Act (33 U.S.C. § 407)
- l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
- m. Executive Order 13112 (Invasive Species, February 3, 1999)
- n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.02 OTHER NATIONAL POLICY REQUIREMENTS

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a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.
7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

d. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and

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evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award NA22NMF4690358 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact

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ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

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3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) [\(<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>\)](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) [\(<https://sam.gov/SAM/>\)](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

JAN 09 2023

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AGENDA ITEM SUMMARY

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

Department:

DCD

WORK SESSION ☒ Meeting Date: 01/09/2023

REGULAR AGENDA ☒ Meeting Date: 01/17/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19910.22.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam county Code, as approved by resolution NO.2022-55. North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement described as Dungeness HUB authorized by Resolution No. 2022-55.

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.

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

Please sign contract.

County Official signature & print name: __Bruce Emery__

A handwritten signature in blue ink, appearing to read "Bruce W. Emery".

Name of Employee/Stakeholder attending meeting: _Rebecca Mahan & Bruce Emery__

Relevant Departments: _BOCC & DCD__

Date submitted: 01/04/2023

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

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483

Project Title: Dungeness Hub

Contract Number: 19910.22.002

Approval: Resolution No. 2022-55

1. Parties to this Agreement

This Clallam County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Clallam County (County), 223 East 4th Street, Port Angeles, WA and NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 602 East Front Street, and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. 2022-55

3. Grant Administration

The grant is administered by Clallam County Department of Community Development on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (**Appendix A**).

5. Project Requirements

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement for the 9.79-acre property known in the records of the Clallam County Assessor as APN#04-31-36-15-0080, and as described in the March 14, 2022 Conservation Futures project application for the Dungeness Hub Farm Project (**Exhibit A**) and as authorized by Resolution No. 2022-55 (**Exhibit B**). Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Clallam County Code

(CCC) 5.45.040, the uses authorized under RCW [84.34.230](#), including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on May 11, 2022 and end on November 11, 2023. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required.

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$100,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. Unexpended Project Allocations

Should unexpended Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 60 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Clallam Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or

failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. Except to the extent of County negligence, the Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title [51](#) RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW [4.24.115](#) and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

* Certificate of Insurance;

* Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within sixty (60) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. [48.62](#) RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Sponsor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Clallam County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW [84.34.210](#), and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment or Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national

origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Clallam County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Clallam County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Clallam County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s);
- b. the relative positions of the parties; and,
- c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Rebecca Mahan, Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, WA 98362, within thirty (30) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Clallam County, Washington, subject to the venue provisions for actions against counties in RCW [36.01.050](#).

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Clallam County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

22. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

23. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

26. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact

Mike Auger
Conservation Director
P.O. Box 2945

Conservation Futures Program Contact

Rebecca Mahan
Clallam County Department of Community
Development

Port Angeles, Washington 98362

223 East 4th Street Suite 5
Port Angeles, WA 98362

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

27. Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter [42.56](#) RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within three business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Clallam, as if applied to transactions entered into and to be performed wholly within Clallam County, Washington between Clallam County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party’s control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mark Ozias, Chair Date

By: _____
Randy Johnson, Commissioner Date

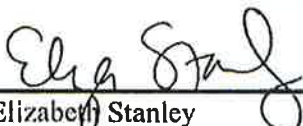
By: _____
Mike French, Commissioner Date

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

 1/4/23

Elizabeth Stanley Date
Chief Civil Deputy Prosecuting Attorney

North Olympic Land Trust

By:  _____
Signature

Name: Thomas R. Sanford

Title: Executive Director

Date: 1/4/23

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor “Sponsor,” shall perform the following tasks in order to implement the Dungeness Hub Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN# 04-31-36-15-0080, that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

Deliverable 1b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 2a: Electronic copy of stewardship plan

Task 3: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Program Advisory Board (through staff) in the format provided for each year that it is required.

Deliverable 3a: Completed annual reports.

Exhibit

Conservation Futures Project Application

NOLT application
Charles Nash Huber and
Patricia McManus

NORTH OLYMPIC Land Trust



Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@northolympiclandtrust.org

Board of Directors

Karen Westwood
President
Wendy Clark-Getzin
Vice President
Erika Lindholm
Secretary
Steve Burkett
Treasurer
Bobbie Clawson
Ron Puff
Kim Sager-Fradkin
Richard Tucker
Jack Williams
Gary Colley, *emeritus*
John Willits, *emeritus/in*
memoriam

North Olympic Land Trust
is accountable:



- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 14, 2022

Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4
Port Angeles WA 98362-3015

RECEIVED
CLALLAM CO. COMMISSIONERS

MAR 14 2022

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

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust currently seeks to conserve Mid Valley Farm and Nash's Organic Produce's Dungeness Hub. With the following applications, the Land Trust requests consideration from the Conservation Futures Program for partial funding for these efforts. Conserving these two key farms advances the goals of the Conservation Futures Program by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to 12 development rights on lands best suited for agriculture.

Conserving the 56-acre Mid Valley Farm on the edge of rapidly developing Sequim, is integral to the operations of one of only two remaining dairies in the area, Maple View Dairy.

Conservation of the 10-acre Dungeness Hub will ensure that its more than 7.5 acres of prime farm soils and vital packing shed and cold storage will remain available for production and distribution. The property is at the capstone of over 600 acres of conserved land for farming, waterfowl, and river restoration in Dungeness.

North Olympic Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds and recreational opportunities. Over the past 32 years, the Land Trust has permanently protected more than 3,700 acres of land for farms, fish and forests, including over 670 acres on 20 local farms.

Although great strides have been made to protect local farmland, since 1945, Clallam County has lost 78% of its farmland at an average of 843 acres per year. The Land Trust focuses on permanently conserving prime farm properties identified and prioritized as core to building a resilient farm economy and maintaining our agricultural heritage.

With these applications, the Land Trust requests Clallam County to allocate up to \$500,000 of Conservation Futures funds toward the estimated total cost of \$1,250,000 (pending an appraisal) to conserve these two farms. When matched with funding secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program and planned community fundraising, this allocation would ensure the support necessary to protect these farmlands. In addition, through the next

Legislative cycle the Land Trust will seek approximately \$600,000 from the State's Washington Wildlife and Recreation Program – Farmland Preservation program. If even partially successful, this support will bring the actual disbursement from Clallam County down significantly.

In short, with full support from Clallam County's Conservation Futures Program, funding for the permanent conservation of these farms will be all but certain, while subsequent funding requests will seek to bring the County's overall investment in these projects much lower than the \$500,000 requested.

I would be happy to give a tour of the properties at your convenience and please do not hesitate to contact me or if you have any questions for the Land Trust.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michele Canale', with a stylized, flowing script.

Michele Canale
Land Protection Specialist



**CLALLAM COUNTY
CONSERVATION FUTURE PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded by the
Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property.
The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address: (of land seeking conservation)
- 1865 E Anderson Road
Sequim, WA 98382
4. Telephone: (360) 417-1815 ext. 5
5. Email Address: michele@northolympiclandtrust.org
6. Contact Person: Michele Canale, Land Protection Specialist
7. Type of legal entity:
- ☐ individual
- ☒ corporation incorporated in the State of Washington (non-profit)
- ☐ general partnership created in the State of _____
- ☐ limited partnership created in the State of _____
- ☐ limited liability company created in the State of _____
8. LANDOWNER(S):
- Legal Name: Charles Nash Huber and Patricia McManus
- Mailing address: 230 Simpson Road, Sequim, WA 98382 – Patty
1888 Towne Road, Sequim, WA 98382 - Nash
- Telephone/Fax/Email: patty.mcmanus50@gmail.com, orca@olympus.net
9. Are there any material facts of circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

☐

Yes

☒

No

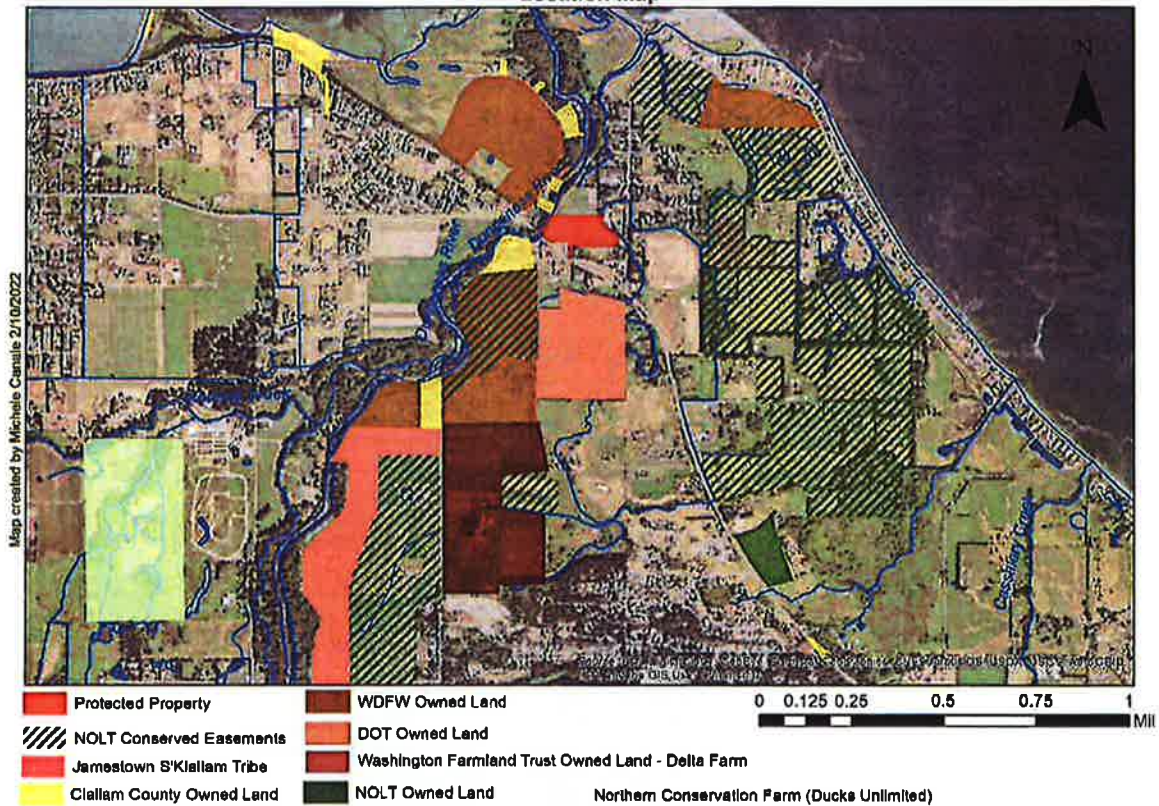
What is the proximity to other conserved farmland?

The Dungeness Hub – Nash’s Organic Produce contains critical farmland infrastructure in the middle of existing farmland in the Dungeness area, which has long been considered the agricultural heart of our County. This property is key to the future of farming in our area as it contains components vital to any viable agricultural business, including a metal packing shed (office space, large walk-in cooler, wash line and storage areas), two greenhouses, four high tunnels, an orchard (apples, pears, plums), and six shipping containers for storage and/or chicken housing. The farm is also proximate to local markets and roadways and contains important, prime agricultural soils.

The Land Trust has been working with our partners to conserve farmland and habitat in the lower Dungeness area since 1995 when John Willits placed a conservation easement on his Quacker Farm in the midst of the Lower Dungeness Basin. The Tribe, the County, the Land Trust, Washington Farmland Trust, Washington Department of Fish and Wildlife (WDFW) and other partners including private landowners, began to form a collective vision for the Lower Dungeness that would ensure that the lands best suited for farming would remain as farmland, those best suited for wildlife would be left for the wildlife, and that all of it would retain the rural character that makes the flatlands surrounding the mouth of the Dungeness River vital to the community. What you see in the map below, showing hundreds of conserved acres, is a result of this bold vision, which the Land Trust continues to implement with this proposed project.

The conserved farmland closest to this property is the 21 acre Meadowbrook Farm, which is approximately 1,200 feet to the east, and which is currently leased to Nash’s Organic Produce. The property is nearby numerous other parcels of conserved land, including farmland, as shown on the map below.

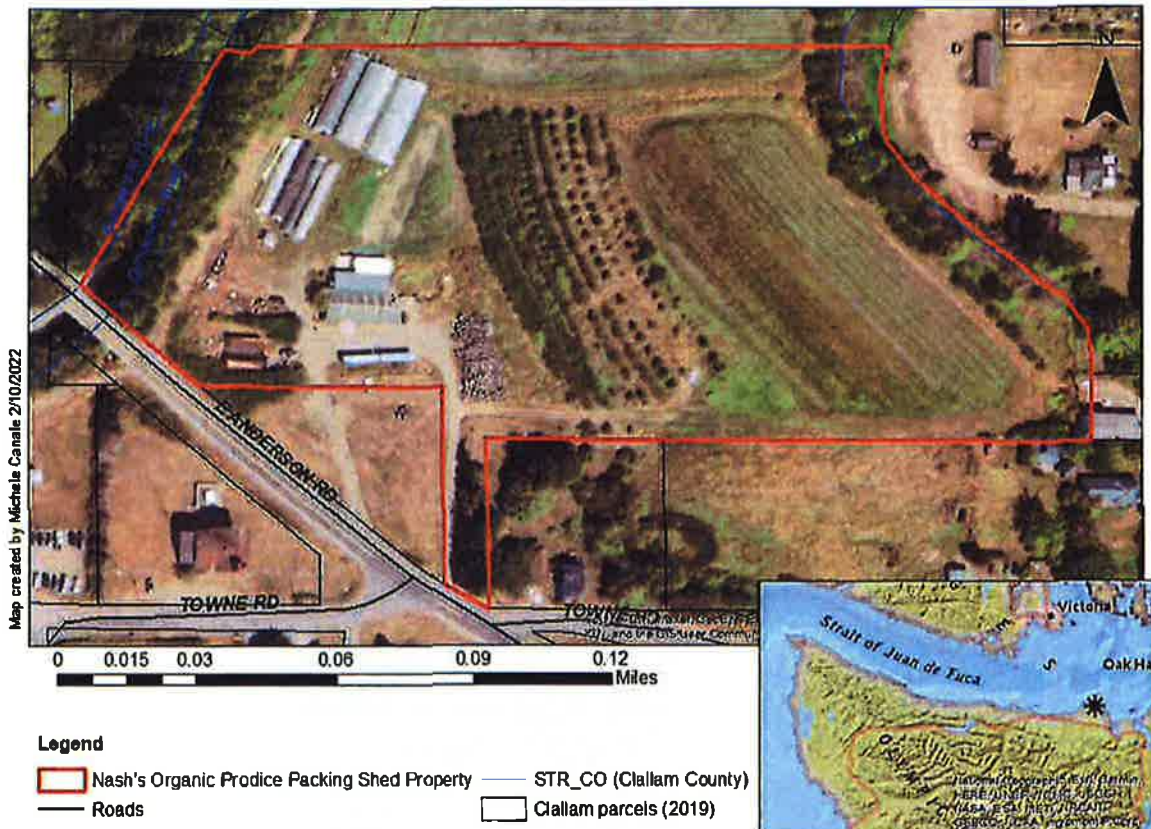
**Dungeness Hub - Nash's Organic Produce
Location Map**



In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and other properties all around this farm.

- Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The farm is 9.79 acres, as shown below.



A survey will likely need to be commissioned as a part of this conservation project. To our knowledge, there has not been a survey completed in the past.

The title report is attached, which includes a legal description.

3. Are there any water rights associated with the parcels? ☒ Yes ☐ No

Please describe:

There is more than enough water for a viable farming operation. There are two wells on the property which provide irrigation water to the property, along with the Dungeness River and Meadowbrook Creek. Both wells are 130 feet deep. One well is located to the west of the packing shed and one on the eastern portion of the property near Meadowbrook Creek, which was installed about seven years ago for Nash's Organic Produce's Farm Store. The well by the packing shed delivers water at 200 gallons per minute, 24 hours a day, and is used for irrigation and the wash line. The well on the east side near Meadowbrook Creek is leased out to the store and Nash Huber doesn't currently use it but has legal access to that water right as well.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

☐ 0-49%

☐ 50-75%

☒ 76-100%

The farm is 100% Lummi Silt Loam, which is prime farmland if drained, shown below.

Soils Map



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

On this property, Nash's Organic Produce grows numerous organic vegetable, grain and seed, and in the winter, plants a cover crop (a rye/vetch mix). There is also an orchard, with apple, pear and plum trees. In the two greenhouses, they grow a variety of vegetables, most recently tomatoes and squashes. There are also four high tunnels, where green peppers, summer squashes, basil and other vegetables are currently grown. Vegetables are grown in a rotation. Additionally, there are currently 100 laying hens on the property which produce local eggs for our community.

6. Please list all soil and water conservation practices and plans in effect on the property.

Nash's Organic Produce is certified organic. According to the Rodale Institute, "What connects all organic farming practices is their ultimate goal: to build and improve the soil, quite literally the foundation of our food system and our lives." As an organic farm, all Nash's Organic Produce farming practices implement soil and water conservation practices. Specific examples include:

As mentioned above, a rye/vetch mixture is planted as a cover crop every winter. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. The vegetable crops are rotated, which helps maintain soil fertility.

About 100 laying hens are housed to the north of the packing shed and their pastures are rotated around the area, adding to soil fertility, suppressing weeds, and reducing insect pressure.

Additionally, compost is spread on the farm regularly, which is made on the nearby Delta Farm that the landowners lease from Washington Farmland Trust.

7. Please identify any conservation practices that address climate change.

The practices referenced above are also practices that address climate change.

Another key practice on the farm and all of Nash's Organic Produce's leased properties to address climate change is the raising of the organic content of the soils. Much care is taken to do this as soils higher in organic matter absorb more carbon dioxide from the atmosphere.

Trees have also been planted on the farm, especially along Meadowbrook Creek, which sequester carbon.

Nash's has received the following prominent state and national awards for his agricultural practices:

- 2011 Ecological Farming (Eco Farm) Award
- 2008 Steward of the Land, American Farmland Trust
- 2006 Vim Wright Stewardship Award, Farming and the Environment
- 2001 Provender Alliance "Golden Carrot" Award

8. Please disclose all residences and buildings on the property

About 2 acres of the property is improved for farming purposes. The 3,392 sq ft. packing shed enables this land to be a hub of operations for local agriculture. It includes a large cooler, office space, wash line and storage. Currently, a community farmstand is being run out of it.

There are also four high tunnels, two 100 feet long x 60 feet wide greenhouses and

six shipping containers for storage and/or chicken housing, shown below in the photo.



9. Please provide a brief history of the property & benefits to the community.

The landowners purchased the land in 1996, but it was leased and farmed by Nash Huber prior, starting in 1987. Once in their ownership, the landowners installed high tunnels first, and then the packing shed in 1998, which greatly expanded the farm's capacity. In 2005, two 100' x 60' greenhouses were placed on the property.

This has been an organic farm since the landowners have owned it, which benefits soil and water quality. The produce grown on this farm is available for the community, open space is maintained along Anderson Road and Sequim-Dungeness Way, which many people drive or bike, and development has been prevented by their ownership. Wildlife have also benefitted by keeping development at bay. This has benefitted raptors along the Dungeness River and other species who depend on riparian habitat.

10. Please describe how the farm is integrated/connected with the broader community.

This farm is well known in the community. In addition to its central location, it has been a host site for past Clallam County Farm Tours and the 20 year home of bi-annual community barn dances.

The farm includes a packing shed and a farmstand, both of which are critical to the success of Nash's Organic Produce. The community can buy directly from their local farmer here. At the farmstand, according to their website, "Only products from our farm

are available, including seasonal veggies, grain, flour, eggs, oil and others.”¹

Nash’s Organic Produce is an inspiration for farmers in the area, many of whom have worked there and are now running their own businesses and growing local food. Nash Huber was the original certified organic farmer in Clallam County, has been inspiring the community for decades, and recently was the largest organic farmer in Western Washington.

It’s also important to note that this farm is identified as a Community Conservation Opportunity in the Land Trust’s Climate Resiliency Planning Work completed with Jefferson Land Trust in 2021.

This farm also has significance because it provides scenic open space along Anderson Road and Sequim-Dungeness Way, which many people drive or bike. People also enjoy walking or running on the west side of the property along the levee.

¹ nashsorganicproduce.com

C VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

☒

Yes

☐

No

If yes, please describe

The property contains high-quality farmland that has been zoned R5, which could allow for this property to be subdivided into 2 lots each with a potential dwelling unit.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality "agricultural lands from conversion to more intensive residential or commercial land use".

The landowners would like to see it conserved in perpetuity as farmland, especially after the current farming operations are retired.

We anticipate the need to maintain the approximately 2-acres of existing infrastructure as a building envelope on the property. This would also allow for a potential residence for future farmers and leave the large majority (about 7.79 acres) open to farming.

2. Please describe your plan for stewardship of this farmland.

The landowners intend to keep it as a working organic farm for the near future, although Nash Huber will eventually retire from his farming operations. Selling a conservation easement on the property to the Land Trust will ensure the land is protected as farmland into the future and allow for the opportunity for future farmers to continue the excellent practices that the landowners implemented over the years since purchasing the land in 1996, which continue to this day.

The current plan for the farm is to possibly increase the size of the orchard, and add berries and artichokes. No more infrastructure is planned at this time.

As the Land Trust accepts a conservation easement, a baseline documentation report is created and we enter into a binding relationship with the current and future landowners to ensure that the property's current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over \$1.5 million and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance, and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the TerraFirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund?



Yes



No

If yes, please describe

With this proposal, the Land Trust requests that up to \$100,000 from the Conservation Futures Fund be allocated towards the conservation of this farm. In May, we will request significant funding through the State's Washington Wildlife and Recreation Program (WWRP) - Farmland Preservation program. We will also request funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The Land Trust also intends to conduct a fundraising campaign this fall to support this and other farmland conservation efforts. The major factors that would decrease the amount needed from Conservation Futures are the easement value determined by the property appraisal and success with our WWRP application.

In a best-case scenario, a property appraisal would occur this summer. If delayed by funder requirements, the appraisal would be delayed accordingly.

We expect to get an initial indication on the ranking of our WWRP proposal in October 2022, however funds will not be allocated until the Legislature enacts its Capital Budget in late spring of 2023, and we are likely not under contract until the fall of 2023.

At this stage, we estimate the Land Trust's total costs for this effort to be about \$325,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, cultural resource assessment, and a Phase I environmental site assessment. We anticipate that our ongoing stewardship of this land will require \$20,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2022 – Seek up to \$100,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Finalize the plan with the Jamestown S'Klallam Tribe for the use of up to \$200,000 in funding from Floodplains by Design towards this effort.
- May 2022 – Submit a proposal to WWRP for approximately \$150,000 for this project. In addition, the Land Trust will submit a request for a Waiver of Retroactivity, which if approved, would provide the ability to complete the project prior to approval and still be reimbursed.
- Based on the results of our Conservation Futures application and Waiver of Retroactivity request, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2022.

- In the fall, the Land Trust will embark on a fundraising campaign to address remaining needs of this project.
 - In a best-case scenario, the Land Trust could purchase the easement in late 2022 using funding from Floodplains by Design, fundraising results, and a loan from an internal Revolving Fund. When the results of our WWRP application are known in the spring of 2023, we could then finalize reimbursement first from the State, and then with the remainder from the Conservation Futures Fund.
4. Please share the economic viability of your farming business. Attach your business plan if available.

There is currently no written business plan, but Nash has run a successful farming operation for 43 years.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

Nash's Organic Produce has been farming in Clallam County since 1979 when, according to their website, "Nash rented a couple of vacant lots and started a small organic produce operation in Dungeness. He also kept some bees and joined up with a couple of other local farmers to found the Port Angeles Farmers Market." His operation has grown significantly from that time"²

The landowners have drafted a farm plan, and one will be finalized by the time we close on the conservation easement. The purpose of the plan, as currently drafted, is to:

1. Be an environmentally and economically sustainable, multi-generational farming operation.
2. Integrate organic fruit, vegetable and grain production with livestock (poultry) production in a system whereby all byproducts and wastes generated are utilized by livestock or converted to nutrients for crop production.
3. Enhance wildlife habitat.
4. Use water and power efficiently.

Nash's Organic Produce intends to produce WSDA-certified organic vegetables, grain, seed, and eggs on this farm, utilizing the following organically certified methods:

1. Crop rotations—Vegetable crops ("wet" cycle crops) are rotated with grains and vetch ("dry" cycle crops) every year for pest resistance, soil fertility, and weed suppression.
2. Cover cropping—Rye/vetch mix, buckwheat, clover, fava beans, peas are used to increase soil fertility and prevent erosion.

² nashsorganicproduce.com/about.html

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² nashsorganicproduce.com/about.html

3. **Composting**—Nash's Organic Produce builds its own compost, largely from on-farm materials.
4. **Pest management**—A comprehensive integrated pest management program includes planting of habitat and forage plants (phacelia) for predator populations to control pests. WSDA organically-certified pesticides and biological controls are also sparingly used.

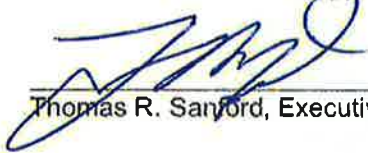
D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles, WA, on the 14th day of March, 2022
(City) (State)

Name and Signature of Applicant:

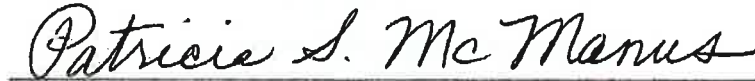


Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:



Nash Huber



Patty McManus

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:

Applications must be received at the Board of County Commissioner's Office, 223 East 4th Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday, March 14, 2022.**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:

Submit the **original application and two copies to:**

Conservation Futures Program Advisory Board

Board of Commissioner's Office

223 East 4th Street, Suite 4 (Room 150)

Port Angeles WA 98362-3015

All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:

Questions can be directed to the Clerk of the Board by email at agores@co.clallam.wa.us or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link: <http://www.clallam.net/bocc/CFPAB.html>



ALTA Commitment for Title Insurance

Issued By Old Republic Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:

Shelle Holden

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

C. Monroe

President

Attest

David Wald

Secretary

Shelle Holden, Title Examiner

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured Identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865



495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

**North Olympic Land Trust
602 E. Front St.
Port Angeles, WA 98362**

Order No.: 124700-TO

Reference: Huber/

**For Service on this order call: Shelle Holden at Port Angeles 360-457-4451
OR send E-Mail message to: shelle@olypentitle.com**

SCHEDULE A

1. Commitment Date: **October 13, 2021 at 08:30 AM**

2. Policy or Policies to be Issued:

a. ALTA Owners Policy (06/17/06)

Amount: \$0.00

Premium:	\$0.00
Sales Tax:	\$0.00
Total:	\$0.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

Nash Huber and Patricia McManus, as tenants in common

5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

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**Commitment for Title Insurance
EXHIBIT "A"**

Order No.: 124700-TO

THAT PORTION OF THE MADISON D.C. NO.41, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON, LYING IN SECTION 36 OF SAID TOWNSHIP AND RANGE, CONVEYED TO NORMAN EUGENE MAPES AND JACOB BLAINE MAPES BY DEED RECORDED DECEMBER 30, 1982 UNDER AUDITOR'S FILE NO. 538266;

EXCEPT COUNTY ROAD KNOWN AS MARINE DRIVE.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

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**Commitment for Title Insurance
SCHEDULE B, PART I**

Requirements

Order No.: **124700-TO**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:

Olympic Peninsula Title Company
403 S. Peabody Street
Port Angeles, WA 98362
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:
Deeds: \$203.50 for the 1st page and \$1.00 for each additional page.
Deeds of Trust: \$204.50 for the 1st page and \$1.00 for each additional page.

Effective as of 7/25/2021
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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Commitment for Title Insurance
SCHEDULE B, PART I
(Continued)

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PTN MADISON DLC S36 T31 R4W W.M.

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
3. There are NO conveyances affecting said land recorded within 24 months of the date of this report.
4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

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**Commitment for Title Insurance
SCHEDULE B, PART II**

Exceptions

Order No.: **124700-TO**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAR STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A.** Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- B. GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
 5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
 6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
 7. Unpatented mining claims, and all rights relating thereto.
 8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.
 9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
 10. Water rights, claims or title to water.

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Commitment for Title Insurance
SCHEDULE B, PART II
(Continued)

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 04-31-36-150080

PROPERTY ID NO.: 45225

YEAR: 2021

AMOUNT BILLED: \$2,355.15

AMOUNT PAID: \$1,177.62

PRINCIPAL BALANCE: \$1,177.53

3. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS OPEN SPACE LAND DISCLOSED BY NOTICE RECORDED September 16, 1999 UNDER CLALLAM COUNTY RECORDING NO. 1999 1036079, AND ARE SUBJECT TO THE PROVISIONS OF R.C.W. 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS.

ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM ATTACHED TO THE EXCISE TAX AFFIDAVIT.

4. ANY UNPAID ASSESSMENTS AND/OR CHARGES, AND LIABILITY FOR FUTURE ASSESSMENTS AND/OR CHARGES IMPOSED BY DOCUMENT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2015 1324755.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CLALLAM COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

PURPOSE: FLOOD CONTROL WORKS

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: April 23, 1963

RECORDING NO.: 340183

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Commitment for Title Insurance
SCHEDULE B, PART II
(Continued)

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: IRRIGATION DITCH
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: May 15, 1972
RECORDING NO.: 412463

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CLALLAM COUNTY FIRE PROTECTION DISTRICT #3
PURPOSE: DRAIN FIELD
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: October 31, 1978
RECORDING NO.: 488643

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: DUNGENESS FARMS, INC. A WASHINGTON CORPORATION
PURPOSE: INGRESS AND EGRESS
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: June 4, 2002
RECORDING NO.: 2002 1086298

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: NASH'S FARM STORE; CHARLES NASH HUBER, PATRICIA MCMANUS-HUBER &
KIA KOZUN-ARMSTRONG
PURPOSE: WATER USE
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: August 21, 2015
RECORDING NO.: 2015 1324755

10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

END OF SPECIAL EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

LAND TITLE COMPANY

Filed for Record at Request of LTR-PA

734238

AFTER RECORDING MAIL TO:

Name Nash Huber and Patricia McManus

Address 230 Simpson Road

City, State, Zip Sequin, WA 98152

CL-33920

Escrow No. 13976

This Space Reserved For Recorder

96 FEB -1 AM 3:30

Vol 1144

Page 561

Statutory Warranty Deed

THE GRANTOR

Sean O'Loughlin, as to an undivided one-half interest,
and Isette O'Loughlin, as to an undivided one-half interest, each as his separate
estate
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

do hereby sell, convey and warrant to Nash Huber and Patricia McManus, husband and wife

the following described real estate, situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M.,
Clallam County, Washington, lying in Section 36 of said Township and Range,
conveyed to Norman Eugene Mapes and Jason Blaine Mapes by deed recorded December
30, 1982 under Auditor's File No. 538266,
EXCEPT county road known as Marine Drive.

SUBJECT TO:

Easements of record under Auditor's File Nos. 340183 and 489543.
Right, title and interest of The State of Washington, Department of Game, as
disclosed of record under Auditor's File No. 377926.

Dated: February 1, 1996

By Sean O'Loughlin
Sean O'Loughlin

By Isette O'Loughlin
Isette O'Loughlin
By: Sean O'Loughlin, Attorney in Fact

By

By

State of Alaska
County of Kenai

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the
person who appeared before me, and said person acknowledged that he signed this
instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in this instrument.

DATED: 1/26/96

VO 96463
CLALLAM COUNTY 1300
TRANSACTION EXCISE TAX

PAID FEB 1 1996

AMOUNT \$5000.00

COUNTY TREASURER

LTR-10

Signature of Notary Public
Printed Name of Notary
My commission expires:

BOOK 1124 PAGE 561

State of Alaska
County of Barrow

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact for Izetta O'Loughlin to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/30/96Signature of Notary Public E. Elaine PinaPrinted Name of Notary E. Elaine PinaMy commission expires: 8-16-96

734238



318

C-7458-1

03406

RIGHT OF WAY DEED

412460

NO. 1267
CLALLAM COUNTY
TRANSACTION EXCISE TAX *EX*

PAID MAY 15 1972

AMOUNT *Nil*
COUNTY TREASURER
BY *Doris Hunt, Dep*

Right of Way Deed

In the matter of County Road No. 9525, otherwise known as Sequim-Dungeness Road.
KNOW ALL MEN BY THESE PRESENTS That the grantor *a widower*, Harry E. Hapen ~~and Ruth E. Hapen~~,
~~his wife~~ *as his separate estate* in consideration of the benefits and
other valuable considerations,

, have granted, bargained, sold and conveyed, and by
these presents do grant, bargain, sell and convey unto the County of Clallam, Washington, the following described
real estate, situated in the County of Clallam, State of Washington:

All that portion of the following described property lying within 30 feet (as
measured at right angles) on each side of LINE 1 as described and recorded in
Volume 369, Page 198, Records of Clallam County.

That portion of the B. J. Madison Donation Claim in Section 31, Township 31
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 50 feet north of the southeast corner of said Donation
Claim; thence North along the East line thereof 699 feet; thence West 730 feet
to the county road; thence southerly along the easterly line of said county road
to a point 50 feet north of the south line of said Donation Claim; thence East
to the point of beginning.

Also, that portion of the B. J. Madison Donation Claim in Section 31, Township 31
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 749 feet North of The Southeast corner of said Donation Claim;
thence North along the East line of said Donation Claim, a distance of 340 feet;
thence West 760 feet, more or less, to the county road; thence southerly along the
East side of said county road to a point 749 feet North and 730 feet West of the
Southeast corner of said Donation Claim; thence East 730 feet to the point of
beginning.

The land being conveyed herein contains an area of 1.37 acres, more or less

181 378 PAGE 151

FILED FOR RECORD AT THE CLERK'S
OF *Clallam County Wash.*
RECORDED IN RECORDS OF CLALLAM CO.
1972 MAY 15 PM 2:26
IN VOL. *378* PAGE *151*
ALICE C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
By Alice C. Thorne Deputy

412460

To Have and to Hold the same, unto the County of Clallam, Washington, for the purpose of a public read forever.

Dated this

25

day of

April

19*72*

Harry E. Mapes (SEAL)
(SEAL)

STATE OF WASHINGTON,

County of

Clallam

On this day personally appeared before me *Harry E. Mapes*
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same as *his* free and voluntary act and deed, for the uses and pur-
poses therein mentioned.



GIVEN under my hand and official seal this

25

day of

April

19*72*

Harry E. Mapes
Notary Public in and for the State of Washington,
residing at

VOL *378* PAGE *152*

FILED FOR RECORD AT THE CLALLAM CO. ASSESSOR
OF Assessor
RECORDED IN RECORDS/CLALLAM CO.

99 SEP 16 AM 10:55

CLALLAM COUNTY, WASH.
BY KCH DEPUTY



1999 1036079 Clallam County

OPEN SPACE TAXATION AGREEMENT

CH. 84.34 RCW

(TO BE USED FOR "OPEN SPACE", "TIMBERLAND" CLASSIFICATION OR RECLASSIFICATION ONLY)

Grantor(s) Clallam County, 223 East Fourth Street, Port Angeles, WA 98362
Grantee(s) Nash Huber & Patricia McManus, 230 Simpson Rd, Sequim, WA 98362
Legal Description PT Tx5650 EXC RW & EXC TX#s Madison DC Sec. 36; Twp. 31; Rq 4 (9.48 Acres); SEC 36, TWP 31N, RNG 4W WM

Assessor's Property Tax Parcel or Account Number 043136150080

Reference Numbers of Documents Assigned or Released

This agreement between Nash Huber & Patricia McManus, hereinafter called the "Owner", and Clallam County, 223 East Fourth Street, Port Angeles, WA 98362, hereinafter called the "Granting Authority".

Whereas the owner of the following described real property having made application for classification of that property under the provisions of CH. 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Open Space

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this Agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect until the property is withdrawn or removed from classification.
4. This Agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this Agreement if, after a period of eight years, he or she files a request to withdraw classification with the Assessor. Two years from the date of that request the Assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.
6. **Breach:** After the effective date of this Agreement, any change in use of the land, except through compliance with items (6), (7) or (9) shall be considered a breach of this Agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and 84.34.108.
7. A breach of Agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.

- (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having such power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action.
- (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
- (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land.
- (e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.34.210.
- (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(5)(f)).
- (g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(d).
8. The county Assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this Agreement.
9. Reclassification as provided in Chapter 84.34 RCW.

This agreement shall be subject to the following conditions:

It is declared that this Agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This Agreement to tax according to the use of the property may be annulled or canceled at any time by the Legislature.

Granting Authority:

Dated 08-25-98

Barale Y. Boardman
City of County

Chair, Board of Clallam County Commissioners
Title

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I/we are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated 10-14-98

Ned Hub
Owner(s)

X Patricia J. McManus
(Must be signed by all owners)

Date signed Agreement received by Legislative Authority 10-15-98

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

340183

EASEMENT

This indenture, made this 20th day of April, 1963, between
Harry E. Mapes & Rachel E. Mapes first party and CLALLAM COUNTY, a Municipal
second party. Corporation of the State of
Washington

WITNESSETH, that first party, in consideration of ONE AND NO/100TH PART (\$1,000.00) receipt of which is acknowledged, and the benefits which will accrue to the land of first party by the exercise of the rights herein granted, do hereby remise, release and forever quitclaim unto second party, its successors and assigns, an easement and right of way for the purposes hereinafter stated, over and through, under, along and across all or any part of that certain parcel of land situate in CLALLAM County, State of WASHINGTON described as follows:

See Exhibit "A" attached.

Said easement and right of way are for the following purposes: The right to enter upon the above-described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with any enlargement or reconstruction thereof, and to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to, the structures, improvements or utilities placed on, over or under said land; and included as an appurtenance to said easement is a right of access thereto over any other lands owned by first party.

It is understood and agreed that second party and/or the United States, their contractors or agents, shall have the right to appropriate from the land above-described, such timber, rock, earth or gravel as may be necessary for the construction or repair of said bank protection and/or flood control works.

The consideration above-mentioned is accepted as full compensation for all damages incidental to the exercise of the rights above granted.

To have and to hold, all and singular the said easement and right of way, together with appurtenances, unto second party, its successors and assigns.

IN WITNESS WHEREOF, first party have hereunto set their hands, the day and year above written.

Harry E. Mapes First Party

Rachel E. Mapes First Party

STATE OF WASHINGTON

COUNTY OF CLALLAM

On this day personally appeared before me Harry E. Mapes and Rachel E. Mapes, his/
to me known to be the individuals described in and who executed the foregoing
instrument, and acknowledged to me that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of April, 1963.



D. Margaret Paul
Notary Public

My commission expires July 20, 1966

*Exhibit A to deed from
Mapes, et al dated 20 April 1963*

A parcel of land in the B. J. Madison D.L.C. No. 41
(Not 1208) in Township 31 North, Range 4 West of the Willanette
Meridian, Clallam County, Washington, described as being all
that land lying southeasterly of the centerline of the Dungeness
River and northwesterly of a line described as beginning in the
southwest corner of B. J. Madison D.L.C.; thence northeasterly
to a point 400 feet west and 566.2 feet north of the southeast
corner of Section 25 in said Township and Range; EXCEPT there-
from, all that portion of the south 252 feet of the west 228.8
feet of the B. J. Madison D.L.C. lying northwesterly of the
above described line.

340183

Filed by Record of the Deed

of County Clallam

APR 23 1963

1/5

262

102

Dr. Dinehart

412463-

3163403

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor.....

Harry E. Mares, ~~and Rachel E. Mares~~ a widower, as his

separate estate,

abs

hereby grant.....and convey.....to the Grantee Dunsmuir Irrigation District

their.....successors and assigns, the right, privilege and authority to construct, improve, repair and maintain an Irrigation Ditch

across, over and upon the following land, located in.....Clallam.....County, State of Washington, to-wit:

That portion of the B. J. Madison Donation Claim in Section 31, Township 31 North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 50 feet north of the southeast corner of said Donation Claim; thence North along the East line thereof 699 feet; thence West 730 feet to the county road; thence southerly along the easterly line of said county road to a point 50 feet north of the south line of said Donation Claim; thence East to the point of beginning.

Also, that portion of the B. J. Madison Donation Claim in Section 31, Township 31 North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 749 feet North of The Southeast corner of said Donation Claim; thence North along the East line of said Donation Claim, a distance of 340 feet; thence West 760 feet, more or less, to the county road; thence southerly along the East side of said county road to a point 749 feet North and 730 feet West of the Southeast corner of said Donation Claim; thence East 730 feet to the point of beginning.

VOL 378 PAGE 158

✓ The land being conveyed herein contains an area of 1.37 acres, more or less.

338 J 22

The Grantor, A shall make no use of the land occupied by said Irrigation Ditch
except for ingress and egress

In exercising the rights herein granted, the Grantee, A, their successors and assigns, may pass
and repass over said Irrigation Ditch, and
may cut and remove brush, trees and other obstructions which in the opinion of the Grantee in
interfere with the flow of said irrigation ditch

The covenants herein contained shall run with the land and are binding upon all subsequent
owners thereof.

The center line of said irrigation ditch shall be parallel with, and not
more than five feet distant on either side from, a principal center line across said
land, said centerline lying 35 feet distant easterly from LINE 1 as described and
recorded in Volume 369, Page 198, Records of Clallam County.



In Witness Whereof, The said Grantor, A, executed this instrument the 22
day of April 1972

H. E. Mages

STATE OF WASHINGTON,

(INDIVIDUAL ACKNOWLEDGMENT)

County of Challam

I, Ervin A. Andersen, Notary Public in and for the State of Washington, residing

at Seaview, do hereby certify that on this 25th

day of April, 1972, personally appeared before me

Henry E. Mapes

to me known to be the individual described in and who executed the within instrument and acknowledged

he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this Twenty-fifth

April, 1972

Ervin A. Andersen

Notary Public in and for the State of Washington, residing at Seaview in said County.

FILED FOR RECORD AT THE REQUEST
OF County Road Dept
RECORDED BY RECORDS OF CHALLAM CO.

1972 MAY 15 PM 2:57

IN VOL. 378 PAGE 158
ALICE C. THORNE, AUDITOR
CHALLAM COUNTY, WASH.
Ervin A. Andersen DEPUTY

412463

EASEMENT
RIGHT OF WAY

FROM

TO

VOL 378 PAGE 160

11291

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

488613

Filed for Record at Request of

THIS INSTRUMENT IS FILED FOR RECORD

RECORDED IN WASH. STATE

1978 OCT 31 PM 3:21

533 540

b1011111

488613

Name.....
 Address Rt 3 Box 760
 City and State Spokane

Quit Claim Deed

THE GRANTOR Harry Mapes

for and in consideration of

conveys and quit claims to Clallam County Fire Protection District #3

the following described real estate, situated in the County of Clallam State of Washington,
 together with all after acquired title of the grantor(s) therein:

For easement purposes only an easement for drainfield over,
 under and across the following described property.
 Beginning at the corner to Sections 25, 30, 31, 36, Town-
 ship 31 North, on the Range line between Ranges 3 and 4 West W.M.,
 thence south 748.78 feet thence S 89°41'37" W 100 feet to the
 true point of beginning thence continuing on the same bearing a
 distance of 15 feet thence N 0°08'32" E a distance of 35 feet
 thence N 89°41'37" E a distance of 15 feet thence S 0°08'32" W a
 distance of 35 feet to the true point of beginning, all situate
 in Clallam County, State of Washington.

Dated....., 19.....

X Harry Mapes
 (Individual)

By.....
 (Individual) (President)

By.....
 (Secretary)

STATE OF WASHINGTON }
 COUNTY OF Clallam }

On this day personally appeared before me

Harry E. Wonds

to me known to be the individual described in and
 who executed the within and foregoing instrument,
 and acknowledged that he signed the same
 as free and voluntary act and deed,
 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
 24th day of October, 1978

Notary Public
 Notary Public in and for the State of Wash-
 ington, Commission Expires Nov. 1, 1980

STATE OF WASHINGTON }
 COUNTY OF }

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Wash-
 ington, duly commissioned and sworn, personally appeared.....

and.....
 to me known to be the President and Secretary,
 respectively, of the corporation that executed the foregoing instrument, and acknowledged
 the said instrument to be the free and voluntary act and deed of said corpora-
 tion, for the uses and purposes therein mentioned, and on oath stated that
 authorized to execute the said instrument and that the seal
 affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
 above written.

Notary Public in and for the State of Washington,
 residing at.....

10/31/1978

VOL 533 540

Filed for Record at the Request of:

GARY R. COLLEY
The Law Firm of
Platt Irwin Taylor
403 South Peabody
Port Angeles, WA 98362

NO. 56502
CLALLAM COUNTY
TRANSACTION EXCISE TAX



2002 1086298

Clallam
County

2002 JUN -4 PM 3:18

DATE
PAID JUN 04 2002

EASEMENT

AMOUNT
COUNTY TREASURER
BY *Gulistan, dep*

Grantors: NASH HUBER AND PATRICIA McMANUS, husband and wife
Grantee: DUNGENESS FARMS, INC., a Washington corporation
Legal Description: Sections of 25, 30, 31 and 36, T31N, R3&4W; vacated Lots 1 through 5, Lots 10 through 19, Blk 26; vacated Lots 1 through 5, Lots 18 and 19, Blk 21; portion lying between Lots 15 through 19, Blk 16 and Lots 1 through 5, Blk 21; part of Lots 2 and 3, S25, T31N, R4W; portion of Madison D.C. No. 41, T31N, R4W, all in W.M., Clallam County, Washington.
Assessor's Property Tax Parcel Account Number: 043125 110000; 043125 350210; 043136 150080

PARTIES

1.1 **Grantors.** NASH HUBER AND PATRICIA McMANUS, husband and wife.

1.2 **Grantee.** DUNGENESS FARMS, INC., a Washington corporation.

EASEMENT

2.1 **Grant of Easement.** Grantors hereby grants to Grantee an easement as described herein of the type described herein for the purposes described herein.

2.2 **Purpose.** The purpose of this easement is for ingress and egress.

2.3 **Consideration.** This easement is for good and valuable consideration of TEN DOLLARS (\$10.00) and in recognition of the

historical use of the roadway by Dungeness Farms and existing prescriptive rights to continue said use.

2.4 Benefited Property. This easement is to benefit the following described real property situated in the County of Clallam, State of Washington:

See Exhibit A attached hereto.

2.5 Location of Easement. The location of the easement is described as follows: The existing roadway located on the top of a dike below described burdened property located in an easement area established by an easement granted to Clallam County on April 20, 1963, filed under Clallam County Auditor's File No. 340183.

2.6 Burdened Property. This easement is to burden the following described real property situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M., Clallam County, Washington, lying in Section 36 of said Township and Range, conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December 30, 1982 under Auditor's File No. 538266, EXCEPT county road known as Marine Drive.

2.7 Term of Easement. The term of this easement is for as long as the dike exists. Should the dike be permanently removed without reconstruction this easement shall terminate.

2.8 Maintenance and Repair. If the Grantee's use of the easement causes any damage to the existing roadway located on the easement, Grantee will be responsible for repairing said damage.

Grantors assume no responsibility for maintenance or repair of

the existing roadway in the easement area.

2.9 Hold Harmless and Indemnity. Grantee agrees to indemnify Grantors and hold them harmless from and in respect of and reimburse them for any costs, expenses, claims or damages, including attorney's fees arising out of or relating to Grantee's use of the easement, provided, however, the Grantors shall remain liable for their own negligent, intentional or wilful acts with regard to the easement property.

2.9 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

DATED this 11th day of April, 2002.

DUNGENESS FARMS, INC., a
Washington corporation

By [Signature]
Its President

Nash Huber, Grantor

Patricia McManus, Grantor

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM) ss.

On this _____ day of _____, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NASH HUBER and PATRICIA McMANUS, husband and wife, Grantors, known to be the individuals named in and who executed the within and foregoing

instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires:

On this 11th day of April, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES C. PIGOTT, known to be the individual named in and who executed the within and foregoing instrument; and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires: 3/10/03

the existing roadway in the easement area.

2.9 Hold Harmless and Indemnity. Grantee agrees to indemnify Grantors and hold them harmless from and in respect of and reimburse them for any costs, expenses, claims or damages, including attorney's fees arising out of or relating to Grantee's use of the easement, provided, however, the Grantors shall remain liable for their own negligent, intentional or wilful acts with regard to the easement property.

2.9 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

DATED this 21ST day of May, 2002.

DUNGENESS FARMS, INC., a
Washington corporation

By
Its

Nash Huber
Nash Huber, Grantor

Patricia McManus
Patricia McManus, Grantor

STATE OF WASHINGTON)

COUNTY OF CLALLAM)

ss.

On this 21st day of May, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NASH HUBER and PATRICIA McMANUS, husband and wife, Grantors, known to be the individuals named in and who executed the within and foregoing

instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cynthia J. Audubon
NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires: 7-23-04

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this _____ day of _____, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES C. PIGOTT, Grantee, known to be the individual named in and who executed the within and foregoing instrument; and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires: _____

PARCEL "A":
 BEGINNING AT THE CORNER OF SECTIONS 25, 30, 31 AND 36 OF TOWNSHIP 31 NORTH, ON RANGE LINE BETWEEN RANGES 3 AND 4, WEST; THENCE WEST ON SECTION LINE 200 FEET; THENCE NORTH 566 2/10 FEET; THENCE WEST 655 FEET; THENCE NORTH 9° 53' EAST 221 6/10 FEET; THENCE NORTH 15° 50' WEST 893 6/10 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE WEST 300 FEET; THENCE NORTH TO THE SHORE OF DUNGENESS BAY; THENCE EAST ALONG THE SHORE OF DUNGENESS BAY 300 FEET; MORE OR LESS TO THE WEST LINE OF THAT CERTAIN TRACT DEEDED TO FRED T. SHERMAN BY DEED RECORDED MARCH 11, 1930 UNDER AUDITOR'S FILE NO. 134826; THENCE SOUTH ALONG SAID WEST LINE TO THE INITIAL POINT, TOGETHER WITH ALL SECOND CLASS TIDE LANDS, LYING NORTH OF AND IN FRONT OF AND ADJACENT TO SAID PROPERTY.

PARCEL "B":
 BEGINNING AT THE CORNER OF SECTION 25, 30, 31 AND 36, OF TOWNSHIP 31 NORTH ON RANGE LINE BETWEEN RANGES 3 AND 4, WEST; THENCE WEST ON SECTION LINE 200 FEET; THENCE NORTH 566 2/10 FEET; THENCE WEST 260 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE WEST 395 FEET; THENCE NORTH 9° 53' EAST 221 6/10 FEET; THENCE NORTH 15° 50' WEST 893 6/10 FEET; THENCE NORTH TO SHORE OF DUNGENESS BAY; THENCE EASTERLY ALONG THE SHORE OF SAID DUNGENESS BAY TO A POINT INTERSECTING THE SECTION LINE BETWEEN SECTIONS 25, TOWNSHIP 31 NORTH, RANGE 4 WEST, AND SECTIONS 30, TOWNSHIP 31 NORTH, RANGE 3 WEST, PROJECTED NORTHERLY INTO SAID DUNGENESS BAY; THENCE SOUTH ALONG SAID PROJECTED SECTION LINE BETWEEN SAID SECTIONS 25 AND 30 TO A POINT WHERE THE SAME INTERSECTS THE NORTH LINE OF THE B. J. MADISON DONATION CLAIM; THENCE NORTH 70° WEST ALONG THE SAID NORTH LINE OF THE SAID B. J. MADISON DONATION CLAIM TO A POINT 30 FEET WEST OF THE WEST LOT LINE PRODUCED OF THE TOWNSITE OF DUNGENESS; THENCE SOUTH 908.36 FEET; THENCE WEST 30 FEET; THENCE SOUTH 30 FEET TO THE INITIAL POINT, TOGETHER WITH ALL SECOND CLASS TIDELANDS, LYING NORTH OF AND IN FRONT OF AND ADJACENT TO THE SAID PROPERTY; EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE CENTER LINE OF THE DUNGENESS RIVER.

PARCEL "C":
 ALL THAT PART OF LOT 1, SECTION 30, TOWNSHIP 31 NORTH, RANGE 3 WEST, SITUATE, LYING AND BEING NORTHWESTERLY OF THE ROAD OR HIGHWAY OR WHARF, WHICH ROAD IS COUNTY ROAD NO. 9525 WHICH BEARS NORTH 25° 10' 30" EAST FROM THE WEST LINE OF SAID LOT 1 WHERE THE SAME RUNS INTO GROVELAND AVE., ALSO AND TOGETHER WITH ALL SECOND CLASS TIDE LANDS LYING SITUATE AND BEING NORTHWESTERLY OF THE SAID ROAD OR HIGHWAY AND WHARF PROJECTED INTO SAID DUNGENESS BAY AND EAST OF THE WEST LINE OF SAID LOT 1, PROJECTED NORTHERLY INTO SAID DUNGENESS BAY.

PARCEL "D":
 VACATED LOTS 1 THRU 5, INCLUSIVE, AND 10 THRU 19, INCLUSIVE, IN BLOCK 6, TOGETHER WITH VACATED FIR STREET ADJOINING SAID BLOCK ON THE WEST, AND VACATED ALLEY'S IN SAID BLOCK; ALSO VACATED LOTS 1 THRU 5 INCLUSIVE AND 18 AND 19 IN BLOCK 21, TOGETHER WITH THE NORTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 1 THRU 5 INCLUSIVE, AND THE NORTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 18 AND 19 IN SAID BLOCK 21; ALSO VACATED LOTS 1, 18 AND 19 IN BLOCK 28, TOGETHER WITH THE NORTH HALF VACATED ALLEY ABUTTING SAID LOT 1, AND THE SOUTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 18 AND 19 IN SAID BLOCK 28. ALSO THAT PORTION OF VACATED 4TH STREET LYING BETWEEN LOTS 13 THRU 19 INCLUSIVE, SAID BLOCK 16 AND LOTS 1 THRU 5, INCLUSIVE, SAID BLOCK 21; ALL IN THE PLAT OF DUNGENESS, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 69, RECORDS OF CLALLAM COUNTY, WASHINGTON.

PARCEL "E":

THAT PART OF LOTS 2 AND 3 OF SECTION 25 AND OF E. H. MC ALMOND DONATION LAND CLAIM AND OF B. J. MADISON DONATION LAND CLAIM, AND OF ADJOINING TIDELANDS AND SHORELANDS LYING IN SECTION 25, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., WHICH IS BOUNDED ON THE NORTH BY DUNGENESS BAY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 25 AND 36 TOWNSHIP 31 NORTH, RANGE 4 WEST AND TO SECTION 30 AND 31, TOWNSHIP 31 NORTH, RANGE 3 WEST, W.M.; THENCE WEST ON THE SECTION LINE 200 FEET; THENCE NORTH 566.2 FEET; THENCE WEST 655 FEET; THENCE NORTH 90° 53' EAST 221.6 FEET; THENCE NORTH 15° 50' WEST 893.6 FEET; THENCE WEST TO THE CENTER LINE OF THE DUNGENESS RIVER AS THE SAME EXISTS AT THIS TIME AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY FOLLOWING THE CENTER LINE OF SAID DUNGENESS RIVER TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE WESTERLY LINE OF THE TRACT CONVEYED BY HENRY MC ALMOND AND MABEL MC ALMOND, HIS WIFE TO FRED T. SHERMAN BY WARRANTY DEED DATED MAY 9, 1930, RECORDED IN VOLUME 121 OF DEEDS, PAGE 18, RECORDS OF CLALLAM COUNTY, WASHINGTON, THENCE NORTH ALONG THE WEST LINE OF SAID SHERMAN TRACT 720 FEET MORE OR LESS, TO THE SHORELINE OF DUNGENESS BAY; THENCE WESTERLY ALONG SAID SHORELINE APPROXIMATELY NORTH 77° WEST APPROXIMATELY 300 FEET; THENCE CONTINUING ALONG SAID SHORELINE IN A WESTERLY DIRECTION TO THE INTERSECTION OF SAID SHORELINE WITH THE CENTER LINE OF THE DUNGENESS RIVER AT ITS MOUTH; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY SOUTH 47° EAST APPROXIMATELY 400 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY NORTH 89° EAST APPROXIMATELY 800 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY SOUTH 61° 42' EAST APPROXIMATELY 570 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 19 ACRES MORE OR LESS, TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATE IN FRONT OF ADJACENT TO OR ABUTTING THEREON, ALL SITUATED IN CLALLAM COUNTY, STATE OF WASHINGTON.



**Nash's Farm Store, Attn: Patty McManus
4681 Sequim-Dungeness Way
Sequim, WA 98382**

EASEMENT FOR WATER USE

County: Clallam County, Washington

Grantor: Nash's Organic Produce; Charles Nash Huber & Patricia McManus-Huber, owners

Grantee: Nash's Farm Store; Charles Nash Huber, Patricia McManus-Huber & Kia Kozun-Armstrong, owners

Affected properties:

Grantor is currently owner of the property at 1865 E. Anderson Rd., Sequim, WA 98382
Parcel # 043136150080, as shown on the attached legal description, EXHIBIT "A".

Grantee is currently owner of the property at 4681 Sequim-Dungeness Way, Sequim, WA 98382
Parcel # 043136110180, as shown on the attached legal description, EXHIBIT "B".

1. Grantor does hereby grant to Grantee, its successors and assigns, and Grantee hereby accepts a Water Use Easement for a portion of Grantor's water originating from the well designated on the attached map as EXHIBIT "C".
2. The easement described above shall be for water use and for unrestricted ingress and egress to Grantor's property for the purpose of installing, repairing, testing, maintaining, and replacing the infrastructure.
3. Grantor shall not locate any structures within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other utilities to be located in the easement without the written consent of Grantee. The easement shall perpetually encumber the property.
4. Grantee shall be responsible for the maintenance of water equipment and facilities located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

5. Grantee hereby agrees to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the well or water line or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in the attached JOINT USE & MAINTENANCE AGREEMENT, EXHIBIT "D".
6. In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.
7. The terms, conditions, and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.
8. In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action or upon appeal.

This Easement is executed as of the date of acknowledgement of Grantor's signature, but shall be deemed effective as of the Effective Date stated below.

Effective Date

8/21/2015

Grantor

C. Noel Hall

Grantor

Patricia McMenus-Huber

Notary

J E Duss

Witness

Penelope J. Cope

Witness

Edward J. Bailey

ROBINA E REESE
Notary Public
State of Washington
My Commission Expires
July 05, 2019

[Exhibit "A": Description of the Land, Grantor]

[Exhibit "B": Description of the Land, Grantee]

[EXHIBIT "C": Map of the Lands subject to the Easement]

[EXHIBIT "D": Joint Use & Maintenance Agreement]

LAND TITLE COMPANY

Filed for Record at Request of LTR-PA

734238

AFTER RECORDING MAIL TO:

Name Nash Huber and Patricia McManus

Address 210 Simpson Road

City, State, Zip Sequim, WA 98282

CL-33920

Recrow No. 13976

Land Title Company
This Space Reserved For Recording Office

55 FEB -1 PM 3:30

Vol 1144 561

AB

Statutory Warranty Deed

THE GRANTOR

Sean O'Loughlin, as to an undivided one-half interest,
and Isabella O'Loughlin, as to an undivided one-half interest, each as his separate
estate
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

do hereby sell, convey and warrant to Nash Huber and Patricia McManus, husband and wife

the following described real estate, situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M.,
Clallam County, Washington, lying in Section 36 of said Township and Range,
conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December
30, 1992 under Auditor's File No. 538266;
EXCEPT county road known as Marine Drive.

SUBJECT TO:

Easements of record under Auditor's File Nos. 340183 and 489643.
Right, title and interest of The State of Washington, Department of Game, as
disclosed of record under Auditor's File No. 377926.

Dated: February 1, 1996

By Sean O'Loughlin By Isabella O'Loughlin
Sean O'Loughlin Isabella O'Loughlin
By: Sean O'Loughlin, Attorney in Fact

By Sean O'Loughlin

State of Alaska
County of Alaska

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the
person who appeared before me, and said person acknowledged that he signed this
instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in this instrument.

DATED: 1/30/96
NO. 30763
CLALLAM COUNTY 1300
TRANSACTION EXCISE TAX
PAID FEB 1 1996
AMOUNT \$500.00
COUNTY TREASURER
John M. Herndon

Signature of Notary Public
Printed Name of Notary E. Elaine Phara
My commission expires: 8-16-96

BOOK 1124 PAGE 561

File No.: CL-33920

NOTARY INFORMATION - (continued)

State of Alaska
County of Barrow

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact for Isetta O'Loughlin to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/30/96

E. Elaine Proulx
Signature of Notary Public
Printed Name of Notary
My commission expires: 8-16-96

734238

BOOK 1124 PAGE 562

(B)

FILED FOR RECORDING AT REQUEST

WHEN RECORDED RETURN TO:
NASH HUBER
PATTY MCMANUS
KIA I. KOZUN
230 SIMPSON ROAD
SEQUIM, WA 98382

LAND TITLE COMPANY
RECORDS & DEEDS

2007 APR 12 PM 3:05



2007 1199448 Clallam County

Recorded at the request of:

LAND TITLE AND ESCROW COMPANY
CL-47130 LTE-S

NO. 80083
CLALLAM COUNTY 783780
TRANSACTION EXCISE TAX

DATE PAID APR 12-2007

AMOUNT \$440,000.00
COUNTY TREASURER
BY Teresa Maschi, Dep.

STATUTORY WARRANTY DEED

Assessors Tax Parcel No. 043136 110175/150190

**THE GRANTOR, KENNETH H. NORDQUIST and JEAN M. NORDQUIST
HUSBAND AND WIFE**

For and in consideration of FOUR HUNDRED FORTY THOUSAND DOLLARS AND
OTHER VALUABLE CONSIDERATION

In hand paid, convey and warrant to NASH HUBER and PATTY MCMANUS
HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP and KIA I. KOZUN, AS HER SOLE AND SEPARATE
PROPERTY

The following described real estate, situated in the County of Clallam, State of
Washington:

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 31
NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 110 FEET SOUTH OF THE NORTHEAST CORNER
OF SAID LOT 2; THENCE NORTH 110 FEET TO THE SAID NORTHEAST
CORNER; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 A
DISTANCE OF 479 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE
TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF B.J. MADISON DONATION CLAIM IN SECTION 36,
TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A STONE MONUMENT SET FOR THE CORNER OF THE B.J.
MADISON DONATION CLAIM, 978.78 FEET SOUTH OF THE CORNER
COMMON TO SECTIONS 30 AND 31, TOWNSHIP 31 NORTH, RANGE 3
WEST, W.M., CLALLAM COUNTY, WASHINGTON, AND SECTIONS 25 AND
36, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M.; THENCE NORTH 30
FEET; THENCE WEST 600 FEET; THENCE SOUTH 30 FEET; THENCE EAST
600 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION
THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED
TRACT; THENCE SOUTH 76°11'40" EAST 101.17 FEET; THENCE SOUTH
73°44'20" EAST 38.5 FEET; THENCE NORTH 88°06'40" WEST 136 FEET;
THENCE NORTH 01°53'40" EAST TO THE POINT OF BEGINNING.
SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

SUBJECT TO:

EASEMENT AFFECTING A PORTION OF SAID PREMISES AND FOR THE
PURPOSES HEREINAFTER STATED, AS GRANTED BY INSTRUMENT

RECORDED AUGUST 25, 1961, IN THE OFFICE OF THE RECORDING
OFFICER OF CLALLAM COUNTY, WASHINGTON UNDER AUDITOR'S FILE
NO. 329350.

EASEMENT AFFECTING A PORTION OF SAID PREMISES AND FOR THE
PURPOSES HEREINAFTER STATED, AS GRANTED BY INSTRUMENT
RECORDED AUGUST 30, 1971, IN THE OFFICE OF THE RECORDING
OFFICER OF CLALLAM COUNTY, WASHINGTON UNDER AUDITOR'S FILE
NO. 405991.

EASEMENT, INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS
DISCLOSED BY INSTRUMENT; RECORDED UNDER CLALLAM COUNTY
RECORDING NO. 527875.

EXCEPTIONS AND RESERVATIONS RECORDED UNDER AUDITOR'S FILE
NO. 333531.

POSSIBLE ENCROACHMENTS OF PUMP HOUSE, RETAINING WALL, BARN
AND TAVERN HOUSE ALONG THE SOUTHERLY PROPERTY LINE AS
DISCLOSED BY SURVEY RECORDED ON NOVEMBER 4, 1992 AS
AUDITOR'S FILE NO. 677240 IN VOLUME 25 OF SURVEYS, PAGE 77,
RECORDS OF CLALLAM COUNTY, WASHINGTON.

UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND
CREDITORS OF PERSONAL PROPERTY INSTALLED UPON THE
PROPERTY AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT
THE EXPIRATION OF THE TERM.

DATED: 7/9/07

Kenneth Nordquist
KENNETH NORDQUIST

Jean Nordquist
JEAN NORDQUIST

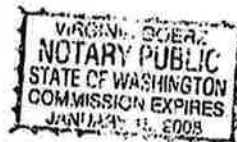
STATE OF WASHINGTON

COUNTY OF CLALLAM

On this 9th day of August, 2007, personally appeared Kenneth Nordquist & Jean Nordquist
To me known to be the individual(s) described in and who executed the within and foregoing instrument,
and stated that he/she was/were authorized to execute the instrument and acknowledge it to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

Virginia Spring
Notary Public in and for the
State of Washington, residing at
Seattle
My appointment expires: 1-15-08





Section

2015-137755 08/11/2015 03:38:24 PM 7 of 10 Clallam County, WA EASE

NASH'S FARM STORE

Township

Range

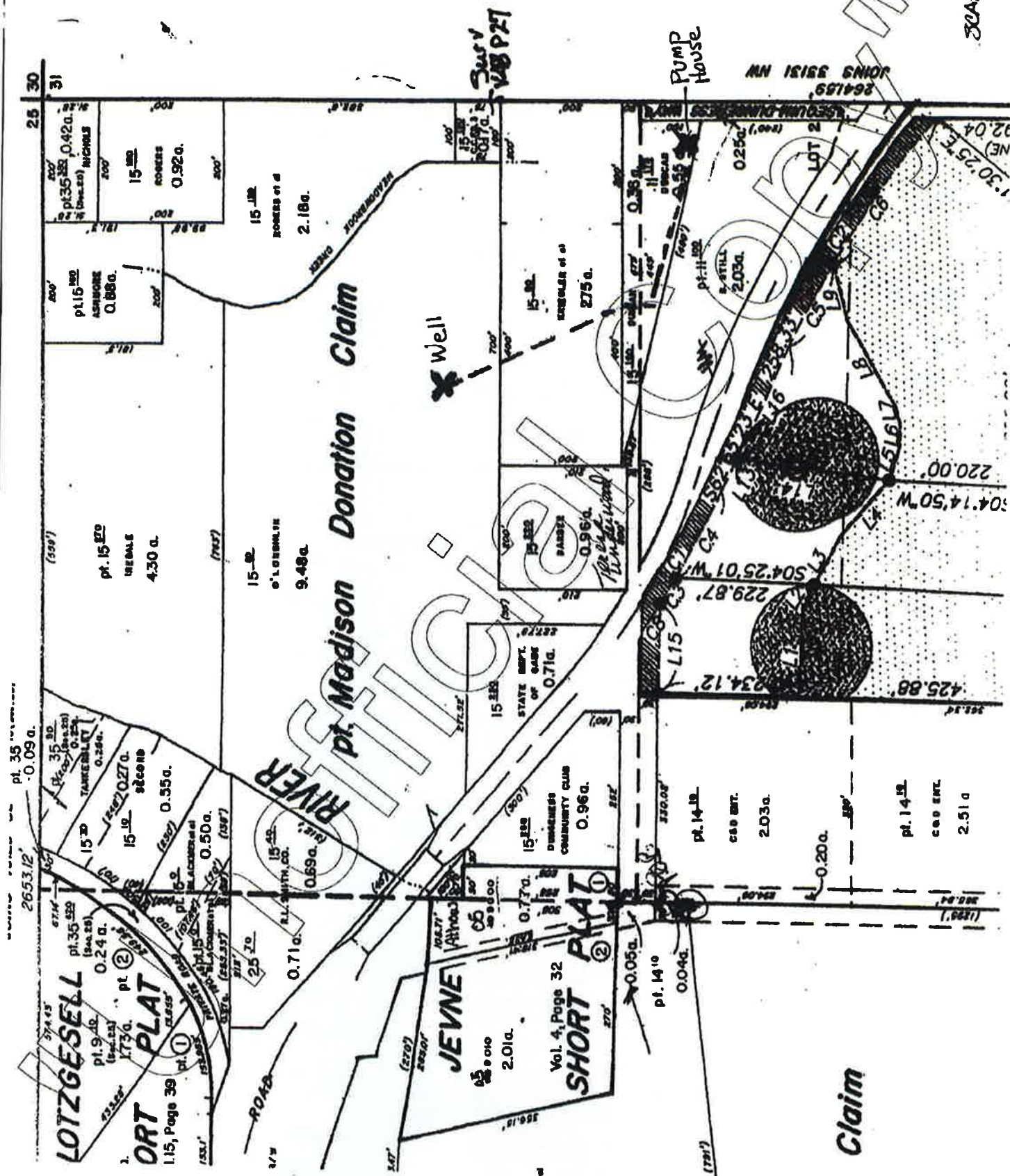
161.4

CLALLAM

AS

12

SCANNED 1/1





JOINT USE & MAINTENANCE AGREEMENT

County: Clallam County, Washington

Grantor: Nash's Organic Produce; Charles Nash Huber & Patricia McManus-Huber, owners

Grantee: Nash's Farm Store; Charles Nash Huber, Patricia McManus-Huber & Kia Kozun-Armstrong, owners

Affected properties:

Grantor is currently owner of the property at 1865 E. Anderson Rd., Sequim, WA 98382
Parcel # 043136150080, as shown on the attached legal description, EXHIBIT "A".

Grantee is currently owner of the property at 4681 Sequim-Dungeness Way, Sequim, WA 98382
Parcel # 043136110180, as shown on the attached legal description, EXHIBIT "B".

1. It is agreed by the parties stated above that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well on parcel #043136150080 and the water system indicated on EXHIBIT "C". Each party shall be entitled to receive a reasonable supply of potable and healthful water for commercial and domestic purposes.
2. Grantee agrees that it will bear the maintenance and operational costs of the well and water system based upon water usage. The expense of water quality sampling as required by the State of Washington and Clallam County shall be borne by Grantee. Costs for water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment shall be borne by Grantee.
3. Installation and maintenance of pumps, water storage reservoirs, pressure tanks, and anything else necessary to the operation of the water system shall be the responsibility of Grantee.
4. Grantor gives Grantee an easement (above) for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to on the map, named EXHIBIT "C". No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

5. All pipelines in the water system shall be maintained so that there is no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be borne by Grantee. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water source to their own particular property. Water pipelines shall not be installed within 10 feet of septic tanks or sewage disposal drain field lines.
6. The parties herein, their heirs, successors and/or assigns, will not construct, maintain, or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl, or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Clallam County Health Department and/or other appropriate governmental agency.
7. Grantee is responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code and Clallam County Codes. Grantee shall be responsible for handling emergencies, such as system shutdown and repair. Grantee shall provide a contact person to the Health Department Officers, and organize and maintain water system records and notify the Health Officer and all parties of the required water quality tests. Water system records shall be available for review and inspection by all parties in this agreement.
8. The parties agree to maintain a continuous flow of water from the well and water system. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall take steps to mitigate these problems or develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.
9. It is agreed by the parties hereto that they shall not furnish water from the described well and water system to any other persons, properties, or dwellings without prior consent of both parties.
10. The covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

This Easement is executed as of the date of acknowledgement of Grantor's signature, but shall be deemed effective as of the Effective Date stated below.

Effective Date

8/21/2015

Grantor

C. Nash

Grantor

Patricia Mc Manus-

Hyber

Grantee

C. Nash

Grantee

Patricia Mc Manus-

Hyber

Grantee

Kia D. Kozum

Notary

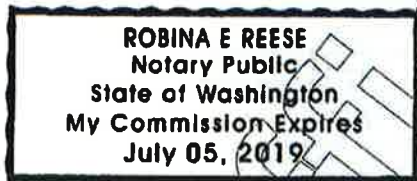
S. E. Jones

Witness

Penelope J. Cope

Witness

Edward J. Cope



[Exhibit "A": Description of the Land, Grantor]

[Exhibit "B": Description of the Land, Grantee]

[EXHIBIT "C": Map of the Lands subject to the Easement]

[EXHIBIT "D": Joint Use & Maintenance Agreement]

04313610

NE⁴

Section _____ 36

Township _____ 31N

Range _____ 4W

161.43 a. Total

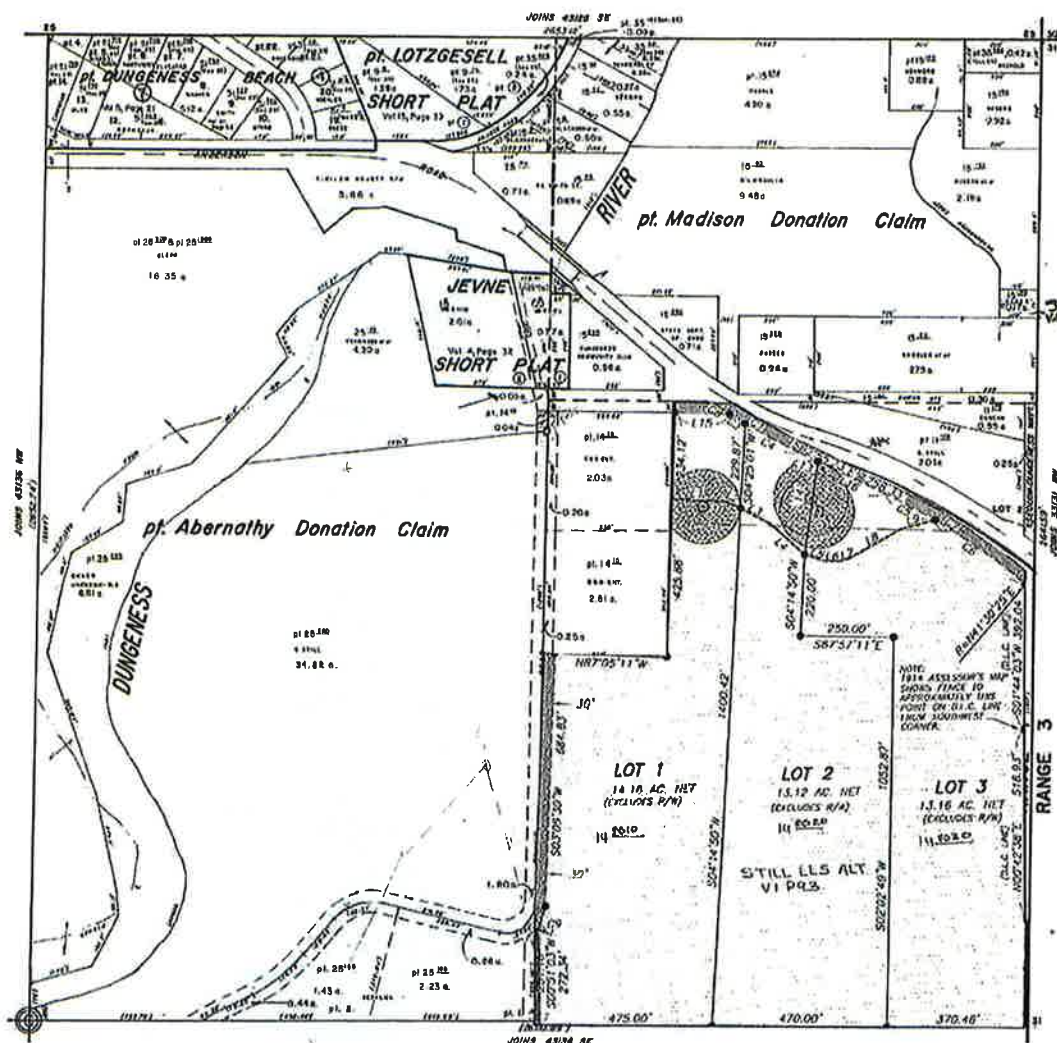
SCALE:
1"=200'

CLALLAM COUNTY
ASSESSOR
12 MAY 1986

SKANNED 1/27/03

04313610

0130 NE



Clallam County Assessor & Treasurer

Property Search Results > 45225 NASH HUBER AND PATRICIA MCMANUS for Year 2020 - 2021

Property

Account

Property ID:	45225	Legal Description:	PTN TAX #5650 EXC RW AND EXC TAX#S MADISON DC
Geographic ID:	0431361500800000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	94
Open Space:	Y	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	1865 E ANDERSON RD SEQUIM, WA 98382	Mapsc:	
Neighborhood:	Jamestown Res	Map ID:	C13
Neighborhood CD:	1301000		

Owner

Name:	NASH HUBER AND PATRICIA MCMANUS	Owner ID:	31546
Mailing Address:	230 SIMPSON RD SEQUIM, WA 98382-9348	% Ownership:	100.0000000000%
		Exemptions:	

Owner

Name:	NASH HUBER AND PATRICIA MCMANUS	Owner ID:	31546
Mailing Address:	230 SIMPSON RD SEQUIM, WA 98382-9348	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2021 - 29545 (Balance)	\$1176.13	\$1.40	\$0.00	\$0.00	\$1177.53

Total Amount to Pay: \$

*Convenience Fee not Included

Taxes and Assessment Details

Property Tax Information as of 10/14/2021

Amount Due If Paid on: ☐ **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2021	29545	\$1177.62	\$1177.53	\$0.00	\$0.00	\$1177.62	\$1177.53
▶ Statement Details							
2020	29686	\$1298.96	\$1298.87	\$0.00	\$0.00	\$2597.83	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$75,673	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	
(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$224,202	\$179,362

(=) Market Value:	=	\$299,875
(-) Productivity Loss:	-	\$44,840
(=) Subtotal:	=	\$255,035
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$255,035
(=) Total Appraised Value:	=	\$255,035
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$255,035

Taxing Jurisdiction

Owner: NASH HUBER AND PATRICIA MCMANUS
 % Ownership: 100.000000000000%
 Total Value: \$299,875
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	1.0220486068	\$255,035	\$255,035	\$260.66
STATE SCH	STATE SCHOOL PT 1	1.9003707312	\$255,035	\$255,035	\$484.66
CC GENERAL	CLALLAM COUNTY GENERAL	1.0455619828	\$255,035	\$255,035	\$266.65
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0250000000	\$255,035	\$255,035	\$6.38
LND ASSMT	LAND ASSESSMENT COUNTY	0.0012000000	\$255,035	\$255,035	\$0.31
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$255,035	\$255,035	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	\$255,035	\$255,035	\$2.87
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1499880935	\$255,035	\$255,035	\$38.25
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$255,035	\$255,035	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.1127435210	\$255,035	\$255,035	\$283.79
LIB	LIBRARY COUNTY	0.4124614657	\$255,035	\$255,035	\$105.19
SD #323 CP	SD 323 CP	0.0000000000	\$255,035	\$255,035	\$0.00
SD 323 GEN	SD 323 M & O	1.2256180482	\$255,035	\$255,035	\$312.58
FIRE 3 BD	FIRE DIST #3 EMS	0.5000000000	\$255,035	\$255,035	\$127.52
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.3457459368	\$255,035	\$255,035	\$343.21
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4460061061	\$255,035	\$255,035	\$113.75
CON FUTURE	CONSERVATION FUTURES	0.0256188169	\$255,035	\$255,035	\$6.53
Total Tax Rate:		9.2236133083			
Taxes w/Current Exemptions:					\$2,352.35
Taxes w/o Exemptions:					\$2,352.35

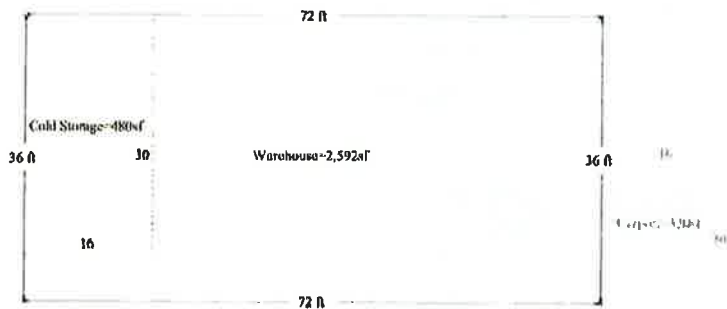
Improvement / Building

Improvement #1: Commercial State Code: 94 2592.0 sqft Value: \$75,673					
Type	Description	Class CD	Sub Class CD	Year Built	Area
MA	Main	*		1997	2592.0

Sketch

No sketches available for this property.

Property Image





Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	9400	9400	9.4800	0.00	0.00	0.00	\$224,202	\$179,362

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2022	N/A	N/A	N/A	N/A	N/A
2021	\$110,463	\$214,011	\$171,209	\$281,672	\$281,672
2020	\$75,673	\$224,202	\$179,362	\$255,035	\$255,035
2019	\$72,233	\$224,202	\$179,362	\$251,595	\$251,595
2018	\$68,794	\$224,202	\$179,362	\$248,156	\$248,156
2017	\$62,488	\$224,202	\$179,362	\$241,850	\$241,850
2016	\$56,755	\$203,820	\$163,056	\$219,811	\$219,811
2015	\$56,581	\$203,820	\$163,056	\$219,637	\$219,637
2014	\$43,520	\$203,820	\$163,056	\$206,576	\$206,576
2013	\$43,520	\$120,795	\$96,636	\$140,156	\$140,156
2012	\$43,520	\$120,795	\$96,636	\$140,156	\$140,156
2011	\$43,520	\$136,901	\$109,521	\$153,041	\$153,041
2010	\$46,080	\$161,060	\$128,930	\$175,010	\$175,010
2009	\$51,200	\$161,060	\$128,930	\$180,130	\$180,130
2008	\$49,610	\$149,075	\$119,260	\$168,870	\$168,870
2007	\$49,610	\$149,075	\$119,260	\$168,870	\$168,870
2006	\$49,610	\$135,979	\$108,785	\$158,395	\$158,395
2005	\$44,100	\$125,905	\$80,580	\$124,680	\$124,680
2004	\$47,405	\$80,580	\$64,465	\$111,870	\$111,870
2003	\$44,100	\$80,580	\$64,465	\$108,565	\$108,565
2002	\$26,900	\$80,580	\$64,465	\$91,365	\$91,365
2001	\$0	\$80,580	\$64,465	\$64,465	\$64,465
2000	\$0	\$80,580	\$64,465	\$64,465	\$64,465
1999	\$0	\$80,580	\$64,465	\$64,465	\$64,465
1998	\$0	\$80,580	\$0	\$80,580	\$80,580

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price
1		EASEMENT	EASEMENT	NASH HUBER/PAT MCMANUS	DUNGENESS FARMS INC	0		\$10.
2		WARRANTY D	WARRANTY DEED	SEAN/IZETTA O'LAUGHLIN	NASH HUBER AND PATRICIA MCMANUS	1124	561	\$85,000.
3		QUIT CLAIM	QUIT CLAIM DEED	SEAN/IZETTA O'LAUGHLIN	SEAN / IZETTA O'LAUGHLIN	1014	40	\$0.
4		WARRANTY F	WARRANTY FULFILLMENT DEED	JAKE LEROY MAPES	SEAN AND IZETTA O'LOUGHLIN	1005	783	\$75,000.
5		REAL ESTAT	REAL ESTATE CONTRACT	JAKE LEROY MAPES ESTATE	SEAN/IZETTA O'LOUGHLIN	885	607	\$75,000.

Payout Agreement

No payout information available..

Exhibit B

Resolution No. 2022-55

File No.: CL-33920

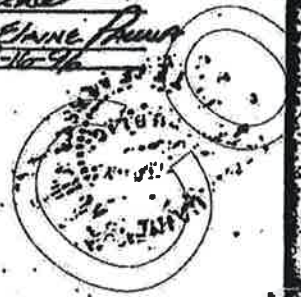
NOTARY INFORMATION - (continued)

State of Alaska
County of *Barrow*

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact for Izetta O'Loughlin to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: *1/30/96*

E. Elaine Paine
Signature of Notary Public
Printed Name of Notary *E. Elaine Paine*
My commission expires: *8-16-96*



734238

BOOK 1124 PAGE 562

(B)

FILED FOR RECORDATION AT REQUEST

WHEN RECORDED RETURN TO:
NASH HUBER
PATTY MCMANUS
KIA I. KOZUN
230 SIMPSON ROAD
SEQUIM, WA 98382

LAND TITLE COMPANY
RECORDING DEPARTMENT

2007 APR 12 PH 3:05



2007 1199448 Clallam County

Recorded at the request of:
LAND TITLE AND ESCROW COMPANY
CL-47130 LTE-S

NO. 80083
CLALLAM COUNTY 783780
TRANSACTION EXCISE TAX

DATE PAID APR 12-2007

AMOUNT \$440,000.00
COUNTY TREASURER
BY Telesa M. Masi, Dep.

STATUTORY WARRANTY DEED

Assessors Tax Parcel No. 043136 110175/150190

**THE GRANTOR, KENNETH ^WNORDQUIST and JEAN ^MNORDQUIST
HUSBAND AND WIFE**

For and in consideration of FOUR HUNDRED FORTY THOUSAND DOLLARS AND
OTHER VALUABLE CONSIDERATION

In hand paid, convey and warrant to NASH HUBER and PATTY MCMANUS
HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP and KIA I. KOZUN, AS HER SOLE AND SEPARATE
PROPERTY

The following described real estate, situated in the County of Clallam, State of
Washington:

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 31
NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 110 FEET SOUTH OF THE NORTHEAST CORNER
OF SAID LOT 2; THENCE NORTH 110 FEET TO THE SAID NORTHEAST
CORNER; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 A
DISTANCE OF 479 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE
TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF B.J. MADISON DONATION CLAIM IN SECTION 36,
TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A STONE MONUMENT SET FOR THE CORNER OF THE B.J.
MADISON DONATION CLAIM, 978.78 FEET SOUTH OF THE CORNER
COMMON TO SECTIONS 30 AND 31, TOWNSHIP 31 NORTH, RANGE 3
WEST, W.M., CLALLAM COUNTY, WASHINGTON, AND SECTIONS 25 AND
36, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M.; THENCE NORTH 30
FEET; THENCE WEST 600 FEET; THENCE SOUTH 30 FEET; THENCE EAST
600 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION
THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED
TRACT; THENCE SOUTH 76°11'40" EAST 101.17 FEET; THENCE SOUTH
73°44'20" EAST 38.5 FEET; THENCE NORTH 88°06'40" WEST 136 FEET;
THENCE NORTH 01°53'40" EAST TO THE POINT OF BEGINNING.
SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

SUBJECT TO:

EASEMENT AFFECTING A PORTION OF SAID PREMISES AND FOR THE
PURPOSES HEREINAFTER STATED, AS GRANTED BY INSTRUMENT

RECORDED AUGUST 25, 1961, IN THE OFFICE OF THE RECORDING
OFFICER OF CLALLAM COUNTY, WASHINGTON UNDER AUDITOR'S FILE
NO. 329350.

EASEMENT AFFECTING A PORTION OF SAID PREMISES AND FOR THE
PURPOSES HEREINAFTER STATED, AS GRANTED BY INSTRUMENT
RECORDED AUGUST 30, 1971, IN THE OFFICE OF THE RECORDING
OFFICER OF CLALLAM COUNTY, WASHINGTON UNDER AUDITOR'S FILE
NO. 405991.

EASEMENT, INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS
DISCLOSED BY INSTRUMENT; RECORDED UNDER CLALLAM COUNTY
RECORDING NO. 527875.

EXCEPTIONS AND RESERVATIONS RECORDED UNDER AUDITOR'S FILE
NO. 333531.

POSSIBLE ENCROACHMENTS OF PUMP HOUSE, RETAINING WALL, BARN
AND TAVERN HOUSE ALONG THE SOUTHERLY PROPERTY LINE AS
DISCLOSED BY SURVEY RECORDED ON NOVEMBER 4, 1992 AS
AUDITOR'S FILE NO. 677240 IN VOLUME 25 OF SURVEYS, PAGE 77,
RECORDS OF CLALLAM COUNTY, WASHINGTON.

UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND
CREDITORS OF PERSONAL PROPERTY INSTALLED UPON THE
PROPERTY AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT
THE EXPIRATION OF THE TERM.

DATED: 7/9/07

Kenneth Nordquist
KENNETH NORDQUIST

Jean Nordquist
JEAN NORDQUIST

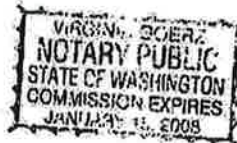
STATE OF WASHINGTON

COUNTY OF CLALLAM

On this 9th day of August, 2007, personally appeared Kenneth Nordquist & Jean Nordquist
To me known to be the individual(s) described in and who executed the within and foregoing instrument,
and stated that he/she was/were authorized to execute the instrument and acknowledge it to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

Vernon E. Green
Notary Public in and for the
State of Washington, residing at
Seaside
My appointment expires: 1-15-08

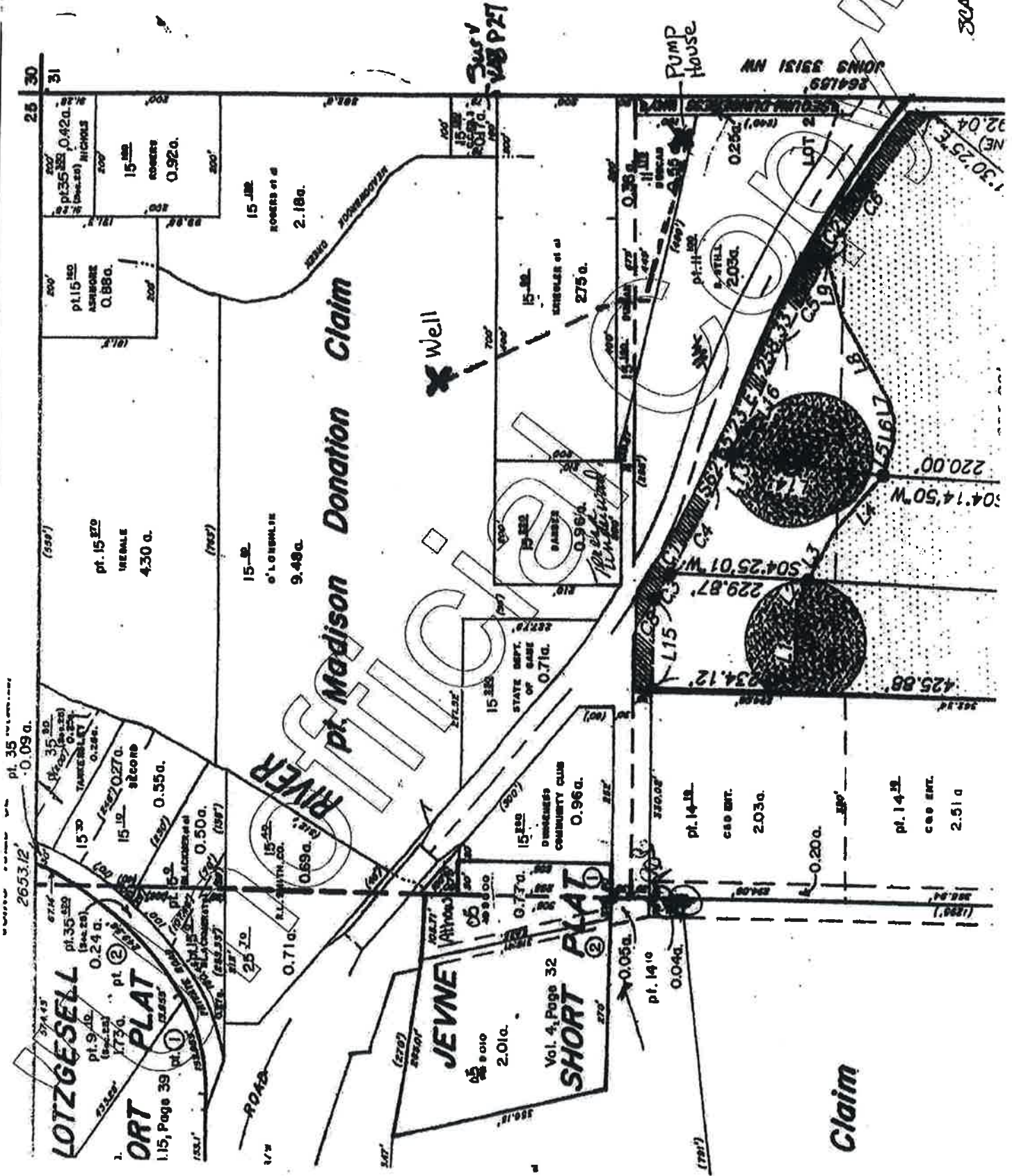
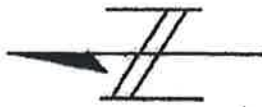


161.45

CLALE.

รวมท
A2

SCANNED





JOINT USE & MAINTENANCE AGREEMENT

County: Clallam County, Washington

Grantor: Nash's Organic Produce; Charles Nash Huber & Patricia McManus-Huber, owners

Grantee: Nash's Farm Store; Charles Nash Huber, Patricia McManus-Huber & Kia Kozun-Armstrong, owners

Affected properties:

Grantor is currently owner of the property at 1865 E. Anderson Rd., Sequim, WA 98382
Parcel # 043136150080, as shown on the attached legal description, EXHIBIT "A".

Grantee is currently owner of the property at 4681 Sequim-Dungeness Way, Sequim, WA 98382
Parcel # 043136110180, as shown on the attached legal description, EXHIBIT "B".

1. It is agreed by the parties stated above that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well on parcel #043136150080 and the water system indicated on EXHIBIT "C". Each party shall be entitled to receive a reasonable supply of potable and healthful water for commercial and domestic purposes.
2. Grantee agrees that it will bear the maintenance and operational costs of the well and water system based upon water usage. The expense of water quality sampling as required by the State of Washington and Clallam County shall be borne by Grantee. Costs for water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment shall be borne by Grantee.
3. Installation and maintenance of pumps, water storage reservoirs, pressure tanks, and anything else necessary to the operation of the water system shall be the responsibility of Grantee.
4. Grantor gives Grantee an easement (above) for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to on the map, named EXHIBIT "C". No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

5. All pipelines in the water system shall be maintained so that there is no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be borne by Grantee. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water source to their own particular property. Water pipelines shall not be installed within 10 feet of septic tanks or sewage disposal drain field lines.
6. The parties herein, their heirs, successors and/or assigns, will not construct, maintain, or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl, or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Clallam County Health Department and/or other appropriate governmental agency.
7. Grantee is responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code and Clallam County Codes. Grantee shall be responsible for handling emergencies, such as system shutdown and repair. Grantee shall provide a contact person to the Health Department Officers, and organize and maintain water system records and notify the Health Officer and all parties of the required water quality tests. Water system records shall be available for review and inspection by all parties in this agreement.
8. The parties agree to maintain a continuous flow of water from the well and water system. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall take steps to mitigate these problems or develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.
9. It is agreed by the parties hereto that they shall not furnish water from the described well and water system to any other persons, properties, or dwellings without prior consent of both parties.
10. The covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

This Easement is executed as of the date of acknowledgement of Grantor's signature, but shall be deemed effective as of the Effective Date stated below.

Effective Date

8/21/2015

Grantor

C. Noel Huber

Grantor

Patricia Mc Manus-

Huber

Grantee

C. Noel Huber

Grantee

Patricia Mc Manus-

Huber

Grantee

Kia D. Kozum

Notary

Robina E. Reese

Witness

Penelope J. Cope

Witness

Edward J. Bower

ROBINA E REESE
Notary Public
State of Washington
My Commission Expires
July 05, 2019

[Exhibit "A": Description of the Land, Grantor]

[Exhibit "B": Description of the Land, Grantee]

[EXHIBIT "C": Map of the Lands subject to the Easement]

[EXHIBIT "D": Joint Use & Maintenance Agreement]

4/1/80



RESOLUTION 55, 2022

30
5/24/22

AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2022 APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board.
3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board received two applications from North Olympic Land Trust for Charles Nash Huber and Patricia McManus and Gloria A. Davis Family Limited Partnership.
5. The Conservation Futures Program Advisory Board met on May 11, 2022 to review applications and make a recommendation to the Board of Commissioners

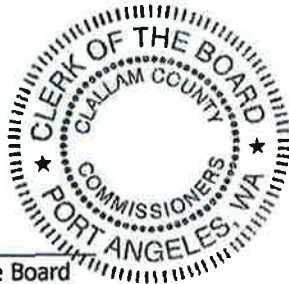
NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a one-time expenditure from the Conservation Futures Fund to be allocated as follows:
Charles Nash Huber and Patricia McManus up to \$100,000
Gloria A. Davis Family Limited Partnership up to \$400,000

PASSED AND ADOPTED this 24th day of May 2022

ATTEST:

Loni Gores, CMC, Clerk of the Board



BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Thomas, Chair

Randy Johnson

Bill Beach

A22.33

JAN 09 2023
10



AGENDA ITEM SUMMARY

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

Department:

DCD

WORK SESSION ☒ **Meeting Date: January 9, 2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Department of Community Development requests opportunity to discuss the alternative of keeping Code Enforcement within the DCD and increasing the current (budgeted) staff level from 1.6 F.T.E. to 3.6 F.T.E. Effective implementation of the program will also require the allocation of an additional vehicle for use by field officers. The enclosed staff report provides analysis of the regulatory reasons for the requested changes, staffing needs based on current case load, need for interdepartmental coordination, protocol for reporting to the BOCC on case metrics, and specific recommendations for reinvigorating the program. There are budget implications depending on the direction of the Board.

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?** ☐ The budgetary impact will be dependent on direction agreed to by the BOCC.

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

Provide direction for the DCD to retain Code Enforcement, expand its staffing according to the recommendations, and prepare a budgetary amendment to fund said changes for future consideration.

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink that reads "Bruce W. Emery".

Name of Employee/Stakeholder attending meeting: _Bruce Emery, Director_

Relevant Departments: ___DCD___

Date submitted: 01/03/2022

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

Agenda Item Summary Code Enforcement 122722

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

Revised: 3-04-2019

**Clallam County Code Enforcement Program
Considerations and Recommendations
(January 3, 2022)**

The current iteration of the 2023 Budget for Clallam County shows the relocation of Code Enforcement from the Department of Community Development to within the Clallam County Sheriff's Office. The following considers the implications of this change and makes recommendations for the future organization of Code Enforcement in Clallam County.

Regulatory considerations

The Code Enforcement provisions of Title 20, CCC, establish that code enforcement shall be the duty and responsibility of the Director of the Department of Community Development. However, the definitions of CCC 20.08.010(4) and (5) also clearly authorize the BOCC to designate by resolution any other person or department with the enforcement authority and responsibilities set forth in the Title (see Appendix A). Likewise, the Junk Vehicle Ordinance allows for the Ordinance to be enforced by "[t]he Director [Director of DCD] or his designee, any law enforcement officer, and the Clallam County Prosecuting Attorney (CCC 19.60.060(1))."

Despite these shared authorities, Section 4.25 of the Clallam County Home Rule Charter establishes that enforcement authority "...with respect to the environment, natural resources, and land and shoreline development, including, but not limited to, zoning, land divisions, environmental policy, building and fire codes, forest management, mining, agriculture, watershed planning, and floodplains," resides exclusively with the Director of the Department of Community Development.

The language articulated under Section 4.25, Clallam County Home Rule Charter, precludes the apparent broader authority of the BOCC stated under Title 20, CCC, to designate other departments or individuals to carry out the enforcement function. Under the Charter, there is no latitude for delegating enforcement of the identified topic areas. In addition, the administrative authority articulated in the Junk Vehicle Ordinance is vested with the Director of DCD, despite the broader enforcement authority stated under CCC 19.60.060(1). For these reasons, there is an inherent conflict with placing Code Enforcement under any other department than the DCD.

Interdepartmental coordination

Appendix B (attached) includes a flowchart depicting the typical processing of Code Enforcement cases from receipt to conclusion. While many cases are resolved simply by confirming that no violation exists, others require significant staff hours to communicate with the reporting party, confirm conditions/violations, contact violator, seek voluntary compliance, processing through the Hearing Examiner system, and ultimately to the Prosecuting Attorney's Office, if necessary.

Throughout this process, there are key interactions needed with other divisions and County departments to ensure informed, coordinated, and lawful administration of each case. These interactions can generally be summarized as follows:

- *Department of Community Development.* With most enforcement cases involving land use and/or building code violations, there is need for frequent and effective interaction between Code Enforcement staff and Building, Planning and Natural Resource Division staff. It is not realistic to expect that Code Enforcement staff would develop the high-level competencies needed to fully understand and administer all building, land use and natural resource regulations. Direct interaction with corresponding department personnel is therefore an essential part of effective code enforcement.
- *Health & Human Services, Environmental Health Division.* The Environmental Health Division is unique in that, pursuant to the County Charter, Section 4.25, ONLY the Environmental Health Division is afforded enforcement authority on matters of public health. This includes, but is not limited to, sewage disposal issues and solid waste material piles. Code Enforcement, as eyes in the field and the first round of County response, can assess a situation and forward their information to the Environmental Health Division for further processing/action. But it is also important that these efforts are made simultaneous with other Code Enforcement efforts in order to be effective and avoid piece-meal responses.
- *Sheriff's Office.* The Sheriff's Office provides a vital function for the safety of Code Enforcement staff. As an important participant in interdepartmental discussions, the deputy can advise Code Enforcement staff on the risks in engaging with certain County residents. In specific cases, the deputy may accompany Code Enforcement staff on site inspections or attempts to speak with a property owner who may have a history of violence or other indications of concern. The Sheriff's Office is instrumental in providing enforcement services once a case has been brought to Superior Court for civil or criminal prosecution. The Sheriff's Office is essential in handling junk vehicle cases where crime is suspected (auto theft, other). Lastly, the Sheriff's Office will be instrumental in developing a Problem-Oriented Policing (POP) program to provide neighborhood focus for problem areas and to help supplement Code Enforcement's efforts.
- *Prosecuting Attorney's Office.* The Deputy Prosecutor is fundamental in assisting Code Enforcement with questions on process, and in complex cases, the applicability of Code provisions. The Prosecuting Attorney's Office is also essential in pursuing enforcement once the Hearing Examiner's process has been exhausted and non-compliance remains.

Currently, the Code Enforcement Division meets monthly with other County staff to discuss current cases and seek assistance on prioritizing, delegating and safe interaction with the targets of code enforcement response. This process has proven very effective in developing comprehensive and safe strategies for dealing with code violations—most of which are resolved following Code Enforcement's initial contact.

Problem-Oriented Policing (POP)

In past iterations of the code enforcement function in Clallam County, Problem-Oriented Policing (POP) has been used with significant effect and success. Typically, a crew of volunteer, retired law enforcement personnel were assembled to respond to cases—particularly those occurring in neighborhoods where there existed a proliferation of similar violations and other civil infractions. The focus of the group was to resolve the range of problems being experienced in these areas, rather than simply responding on a case-by-case basis. The result was usually broad compliance and a noticeable change for the better for the community. In line with the broken window theory, POP tended to “repair the windows” and elevate the social expectations of the community, resulting in a significant reduction in repeat cases.

Despite this demonstrated success, there was always a need to maintain the core code enforcement function to respond to and process cases that are less obvious but still important from the standpoint of public health, safety, and welfare. For this reason, it would appear the ideal implementation of a POP program would be to supplement the core efforts of the Code Enforcement program. Towards this effort, training of Code Enforcement personnel in POP and other community outreach programs would prove beneficial. Furthermore, DCD would encourage and energetically support the implementation of a POP program in coordination with the Clallam County Sheriff Office. Since such a program would involve a volunteer group of retired law enforcement personnel, CCSO would be the appropriate Department for implementing and supervising such a program with the close assistance of DCD.

Staffing

The current Code Enforcement Division, in its present configuration, began in November of 2021 and included one and one-half field officers and one full-time admin staff. Since all three Division staff were new, case success rates were slow to develop. But with time, each staff member acquired basic competencies in code requirements and have developed procedures and interdepartmental coordination processes that are showing significant signs of progress for the over-all Code Enforcement effort. Despite these positive indications, a review of case load information suggests that the current staffing may not be sufficient to effectively respond to the current and ongoing (new) cases.

Statistics for this period (November 2021 through December 13, 2022) include the following:

General Summary:

- Starting total number of open cases: **444**
- Total number of new cases: **241**
- Total number of cases closed: **230**
- Current open cases: **455**

Current open case breakdown:

- Environmental Health Department cases: **85**
- Building Division cases: **183**
- Zoning cases: **128**
- Junk vehicle cases: **38**
- Critical areas cases: **21**
- Cases requiring Sheriff's deputy escort: **8**

Other measures:

- Voluntary Compliance Agreements signed: **2**
- Hearing Examiner cases: **3**
- Total fines/penalties assessed: **\$15,250**; Collected: **\$0**
- Cases brought to the Prosecuting Attorney's Office: **1**

Most notably, from the start of the period (November 2021) to the present time (December 13, 2022), there has been an increase in the number of open cases from 444 to 455. This could suggest by itself that the current staffing is not sufficient to maintain pace with the rate of new cases. Such a conclusion might also be supported by comparing the total number of new cases (241) to the total number of cases closed during the same period (230). But as noted earlier, staff has substantially increased its level of operational competency over the past year. This fact alone would suggest that moving forward, all else being equal, the rate of case completion would likely increase as a function of staff experience.

But not all cases are the same. Indeed, there are several cases where, upon investigation, there turns out not to be any discernable violation of the County Code that requires action. These "low-hanging fruit" are typically discovered early in the case investigation work and the case is usually closed promptly. With these "low-hanging fruit" being put to rest, what remains are the more difficult or time-consuming cases. With only two VCAs and three Hearing Examiner cases shown over the past year, it is very likely that a higher concentration of upper-level cases remain. Based on this information, it is strongly recommended that the Board consider increasing the current Code Enforcement personnel to three FTEs. It is my hope that with such staffing, significant strides will be made in the reduction of the current and ongoing case load. To make these changes effective, it will also be important to ensure an increase in vehicle allocation from one (current) to two full-time vehicles for use by Code Enforcement officers.

It is also undeniable from the above data, that most of the cases (72.9%) are related to the regulatory programs administered by the DCD (Building, Zoning, Critical Areas). These numbers support the conclusion that Code Enforcement is appropriately located within DCD where expertise on these matters exist and can be efficiently integrated into the enforcement process.

Reporting to the BOCC

As the elected officials responsible for the allocation of taxpayer money, there exists a need to include the BOCC in routine updates and sharing of information concerning the activities of Code Enforcement. In past practices, a designated Board Member regularly attended monthly multi-departmental meetings. In addition, DCD could provide periodic updates (quarterly or more frequent) to the Board concerning case load, current priorities and experiences in the processing of cases. Additional metrics could be developed at the request of the BOCC to help keep them informed on the processing of cases, rates of completion and rates of new cases. The following are some suggested metrics for reporting on the effectiveness and output of the program:

Case Load:

- Total current cases:
 - Building
 - Land use
 - HHS/Environmental Health
 - Junk vehicles:
 - Voluntary
 - Enforcement
- Total inspections conducted
- Total confirmed violations/Notice of Violation Letter
- Total Voluntary Compliance Agreements entered into
- Total cases taken to administrative hearing
- Total cases taken to Superior Court
- Fines and penalties assessed / collected

Processing/Efficiency:

- Time between initial complaint and first response
- Average days cases are open
- Total cases resolved by month, year
- Cases resolved by administration, enforcement, Hearing Examiner, and/or court order
- Cases unresolved due to mental health or extreme poverty

Other metrics could be established for monitoring the program's effectiveness and efficiency. The Department of Community Development is certainly interested in

discussing other measures that the Commissioners would find meaningful in helping them understand the status of cases under process, be informed in order to be responsive to constituent inquiries and provide assurance that the allocations of taxpayer funds are being expended responsibly and are effectively addressing the issue.

Recommendations

Based on conversations with Sheriff King to formulate a solutions-based code compliance model that uses the combined efforts of each Department to develop synergy and restore effective code enforcement, the Department of Community Development recommends as follows:

- That Code Enforcement be retained under the Department of Community Development,
- That the staffing allocated to Code Enforcement be increased from the current 1.6 F.T.E. to a total of 3.6 F.T.E., including 2.6 field officers and one full-time admin position,
- That vehicles allocated to Code Enforcement be Increased from one to two,
- That the Department of Community Development provide ongoing quarterly (or more frequent) reporting to the Board with specific metrics concerning case status, processing, and efficiency,
- That the Department of Community Development will continue to provide, and improve on, open coordination with the HHS Environmental Health Department, Sheriff's Office and Prosecuting Attorney's Office to ensure timely support for case review and enforcement administration, and
- That the Department of Community Development coordinate with CCSO for future training, development, and integration of a Problem-Oriented-Policing (POP) program to augment Code Enforcement efforts and focus special attention to local neighborhoods experiencing high concentrations of code violations and compliance issues.

Thank you for your careful consideration of this matter. I look forward to answering any questions you may have or providing additional information at your request.

Sincerely,



Bruce Emery, Director
Clallam County Department of Community Development

APPENDIX A – RELEVANT CODE EXCERPTS

Clallam County Home Rule Charter, Section 4.25:

Director of the Department of Community Development.

The Director of the Department of Community Development shall administer, enforce and advise the County Commissioners on all laws, except health, with respect to the environment, natural resources, and land and shoreline development, including, but not limited to, zoning, land divisions, environmental policy, building and fire codes, forest management, mining, agriculture, watershed planning, and floodplains. The Director shall prepare and present to the County Commissioners for consideration of adoption by ordinance, with or without amendment, comprehensive or other plans and use or development regulations for the use and physical development of the county.

In addition to Section 4.20 of this Charter, state law generally applicable to county officers shall apply to the Director. It is the intent that the Director have the administrative and managerial rights and responsibilities common to elected officers.

Code Enforcement

Definitions, CCC 20.08.010

The words and phrases designated in this section shall be defined for the purposes of this title as follows:

(4) "Department" means:

- (a) The Clallam County Department of Community Development; or
- (b) Such other department as the Clallam County Board of County Commissioners by ordinance authorizes to utilize this title.

(5) "Director" means, depending on the code violated:

- (a) The Director of the Department of Community Development, and authorized representatives of the Director, including, but not limited to, enforcement officers and inspectors whose responsibility includes the detection and reporting of civil code violations;
- (b) The Director and authorized representatives of such other department as the Clallam County Board of County Commissioners by ordinance authorizes to utilize this title; or

(c) Such other person as the Clallam County Board of County Commissioners by ordinance authorizes to utilize this title.

Junk Vehicle Public Nuisance

Definitions, CCC 19.60.030

(2) "Department" means the Clallam County Department of Community Development.

(3) "Director" means the Director of the Clallam County Department of Community Development or his/her designee.

Enforcement, CCC 19.60.060

(1) The Director or his designee, any law enforcement officer, and the Clallam County Prosecuting Attorney all have the authority to enforce this chapter.

Notice of Potential Violation, CCC 19.60.090

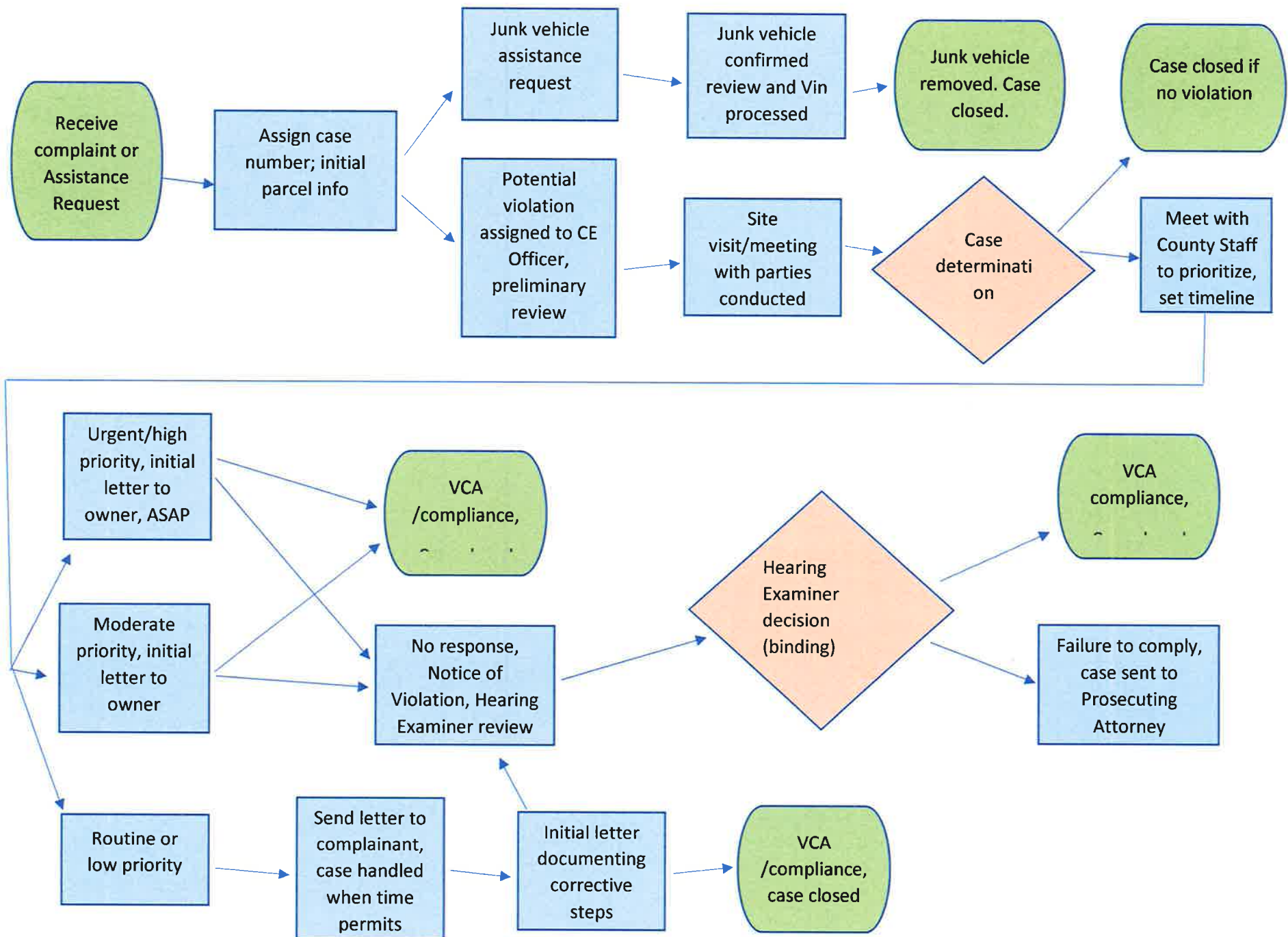
If, based on field observations or complaints, the Director determines that a junk vehicle public nuisance may exist in violation of CCC 19.60.040, the Director may mail a written notice of potential violation to the landowner, containing the following:

Other sections of the Junk Vehicle Ordinance specifically requiring administration by the Director of the Department of Community Development include:

- Notice of violation and citation, CCC 19.60.100
- Cooperative abatement program, CCC 19.60.110
- Penalty waivers, CCC 19.60.120
- Notice of violation and abatement, CCC 19.60.130
- Notice of appeal, CCC 19.60.140
- Notice of hearing, CCC 19.60.150
- Removal and disposal – Costs – Liens, CCC 19.60.200
- Vehicles unfit for use, CCC 19.60.210
- Junk vehicle cooperative abatement program fund, CCC 19.60.220

[Note: Sections 19.60.160 through .190 are administered through the Hearing Examiner. While this function could be assisted/administered through another department, coordination with the Hearing Examiner is generally a function of the DCD.]

APPENDIX B, CLALLAM COUNTY CODE ENFORCEMENT PROCESS





JAN 09 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-9-2023

REGULAR AGENDA ☒ Meeting Date: 1-17-2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Board of Commissioners is requesting that Washington State Department of Transportation (WSDOT) schedule and attend a work session at least quarterly for the next few years as a series of highly-impactful projects are completed and/or planned during the next several years along the Highway 101 Corridor. The Board will review a letter to Washington State Department of Transportation (WSDOT) suggesting the regular check-ins as a way to improve communication with the wide variety of interested jurisdictions, local governments, Tribal governments, transit agencies, law enforcement and first responders, businesses and residents who will be impacted by these important projects.

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

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

Approval of letter to Washington State Department of Transportation (WSDOT) suggesting regular check-ins

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-27-22

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

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



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
MIKE FRENCH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

RICH SILL, County Administrator

File: A72

January 17, 2023

Mr. Steve Roark
Regional Administrator, Olympic Region
Washington State Department of Transportation
7407 – 31st Ave NE
Lacey, WA 98516

Dear Mr. Roark,

Thank you and your team for doing all that you can to coordinate with the wide variety of interested jurisdictions, Tribal Governments, tourism and event planners, business owners and local residents as Washington State Department of Transportation (WSDOT) plans for the variety of important and impactful projects scheduled along the Highway 101 corridor across the Olympic Peninsula during the next several years.

In order to facilitate regular and ongoing communication we would like to invite you and your team to attend meetings of the Clallam County Board of Commissioners on a regular basis the next few years as these projects unfold. Our hope is that these meetings can serve as a "one-stop" opportunity for information-sharing among the many constituencies who will be interested to follow these projects as they are planned and executed.

We are open to your thoughts on the pacing of these meetings, but perhaps beginning with quarterly check-ins would be a good start. Once we have some dates on the calendar our office will share them widely so that we see good participation. Of course we realize that these more general, informational update meetings will not take the place of the more detailed planning that you will do with individual jurisdictions

We anticipate the need for careful and detailed planning around the Port Angeles-area fish passage barrier projects, as well as for the Elwha River Bridge replacement and the completion of the Simdars interchange. In some cases there will be no alternate route so we will want to facilitate coordination with Clallam Transit, law enforcement and first responders and our business community at the earliest opportunity. This is true even for events that aren't directly in our county but that greatly impact county residents such as work on the Hood Canal Bridge and/or on Highway 101 roundabouts.

While we know you are already aware of the interests of our local tourism/event community we do want to be sure that you are also aware of the interests and needs of our business community as you develop and plan additional projects. For example, Hermann Brothers averages about 100 trips/between Port Angeles and Tacoma every day. If these trucks experience delays of 20-30 minutes each direction (due to construction slowdowns or, eventually, slowdowns related to new roundabouts) it is likely that a single driver will no longer be able to make two runs each day due to drive hour limitations. This additional hour comes both at a financial cost (about \$165/hour) as well as an efficiency cost as additional trucks will need to be running to maintain the same level of activity. This is but one example of a Peninsula business that will need as much advance notice as possible to develop effective mitigation strategies.

We truly appreciate WSDOT's focus on our region and all local partners are very supportive of the suite of planned projects. Thank you in advance for considering scheduling a regular check-in; assuming this strategy makes sense to you our staff will schedule the meetings for dates and times that work for you. Our work sessions are held every Monday morning.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



AGENDA ITEM SUMMARY

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

JAN 09 2023

12

Department: BOCC - Climate Advisory Committee

WORK SESSION ☒ Meeting Date: 1/9/23

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 291.22.003 |
| ☐ Resolution | ☐ Proclamation ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other: Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary:

On 02/22/2022, the Board of County Commissioners discussed and approved Cascadia Consulting Group's contract for conducting a Clallam County Greenhouse Gas Inventory and conduct an analysis of possible climate actions. The approved contract amount was \$55,000.

The Climate Advisory Committee (CAC) is requesting Cascadia Consulting be provided additional funding to complete the contracted Climate Action Plan for Clallam County during the first quarter of 2023. Unanticipated and unbudgeted costs were created by:

- The CAC required Cascadia Consulting to use the EPA Greenhouse gas inventory calculating model that was designed with significant calculation errors. The issues were so significant, the EPA suggested using a commercial model (ICLIE Clearpath) for the calculations. The flawed inventory model required the consultants to manually recalculate all emissions in a custom workbook they designed.
- The CAC required Cascadia Consulting to develop an approach for calculating forestry inputs and sequestration. The additional analysis required unbudgeted time with Clallam County's GIS team.
- The CAC required additional follow up communications and meetings required for the group to refine and finalize strategies and actions.
- The CAC requested analysis of four additional sectors to make the GHG inventory more comprehensive: Aviation, Marine, Refrigerants, Industrial process emissions. This request exceeded the original scope of work.

The calculated hourly rates for these unanticipated services are included within the attached worksheet and total **\$8,499**.

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

Agenda Item Summary- Cascadia Amendment 12-13-22

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

Revised: 3-04-2019

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?** ☐

A budget modification request will be completed in January of 2023 for **\$8,499** that will impact the FY2023 budget.

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

The CAC requests that the BOCC approve the unanticipated and unbudgeted funds to allow for the completion of the Clallam County greenhouse gas inventory and analysis.

County Official signature & print name:



Clea Rome

Name of Employee/Stakeholder attending meeting:

Clea Rome

Relevant Departments:

BOCC / Finance / WSU

Date submitted:

12/14/2022

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

Agenda Item Summary- Cascadia Amendment 12-13-22

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

Revised: 3-04-2019

	Budget	Spend thru Oct	Nov-22	Dec-22	Jan-23	Feb-23	Totals
T1.0 Project Management	\$ 5,500	\$ 4,810					\$ 7,150
Angela Pietschmann	\$ 165		2.50	2.50	2.50	2.50	\$ 1,650
Alyssa Rodriguez	\$ 115		1.50	1.50	1.50	1.50	\$ 690
T20 GHG Inventory	\$ 30,000	\$ 25,999					\$ 30,229
T2.1 Geographic Inventory	\$ 15,000	\$ 15,004					\$ 15,234
Hailey Weinberg	\$ 115		2.00				\$ 230
T2.2 Consumption Inventory	\$ 7,500	\$ 3,500					\$ 7,500
EcoDataLab				4,000.00			\$ 4,000
T2.3 Wedge Analysis	\$ 7,500	\$ 7,495					\$ 7,495
T3.0 Reporting	\$ 20,000	\$ 18,258					\$ 26,620
T3.1 Inventory Report/Infographic	10,000	\$ 10,000					\$ 11,380
Hailey Weinberg	\$ 115		1.00	1.00	1.00	1.00	\$ 460
Keiko Betcher	\$ 115		2.00	2.00	2.00	2.00	\$ 920
T3.2 CAP	10,000	\$ 8,258					\$ 15,240
Angela Pietschmann	\$ 165		2.00	2.00	2.00	6.00	\$ 1,980
Hailey Weinberg	\$ 115		4.50	4.50	2.00	2.00	\$ 1,495
Keiko Betcher	\$ 115				1.00	1.00	\$ 230
Alyssa Rodriguez	\$ 115		16.50	8.00	2.00	2.00	\$ 3,278
Totals	\$ 55,500	\$ 49,066					\$ 63,999

Amendment requested: \$ 8,499



291.22.003

BOLL APPROVED 02.22.2022

AGREEMENT BETWEEN

Cascadia Consulting Group, Inc. and Clallam County

This Agreement is made this 22nd day of February 2022, between Cascadia Consulting Group, Inc., ("Cascadia"), a Washington Corporation, and Clallam County, ("Client"), a Washington State County, to perform the Work identified herein in accordance with the terms of this Contract and any other documents referenced herein.

Cascadia and Client agree as follows:

1. Scope of Work

Cascadia agrees to perform the services described in Attachment A, incorporated herein by reference (collectively the "Work").

2. Compensation

Client agrees to pay for the Work provided by Cascadia in accordance with Attachment A. In return for the payment of the compensation set forth in Attachment A, Cascadia agrees to furnish and pay for all materials, labor, equipment, and taxes which it incurs in providing the services hereunder.

Cascadia will submit an invoice to Client each month for work performed. Client agrees to pay Cascadia within 30 calendar days after receipt of invoice from Cascadia. Any late payment shall bear interest at the rate of one percent per month.

3. Schedule

Work shall commence upon execution of this Agreement. All work shall be completed by the date(s) set forth in Attachment A unless delays are caused by Client or are a result of a force majeure under Section 18.

4. Changes

Any changes to the scope of the Work described in Attachment A, or the manner in which the Work is to be performed, shall be made only by mutual agreement, and shall be in writing.

5. Insurance

Prior to starting work, Cascadia shall obtain and maintain in force, worker's compensation, as required by state law, automobile liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000, and comprehensive general liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000. Upon request, Cascadia will provide Client with an appropriate certificate of insurance reflecting the above coverages.

6. Representations and Warranties.

- (a) By Both Parties. Each party represents and warrants that (a) the person who signs this Agreement on its behalf has the right, power and authority to sign the Agreement, and to contractually bind the signing party, (b) this Agreement is the valid, legal, and binding

[FORM: CONTRACT MASTER Clients]

obligation of such party, enforceable against such party in accordance with its terms; and
(c) it has no agreement or understanding with any third party that will conflict with its performance under this Agreement.

- (b) By Client. Client represents and warrants that the Work it requests Cascadia to perform will not be unlawful under the laws of the jurisdiction(s) in which such Work is performed.
- (c) By Cascadia. Cascadia represents and warrants that it will perform the Work (i) in good faith, (ii) in a professional manner and (iii) with reasonable diligence, skill and care.
- (d) Limitations on Warranties. The warranties set forth in this Section 6 are the sole and exclusive warranty given by Cascadia arising out of or relating to this Agreement. Cascadia disclaims all other warranties, either express, implied or statutory, including, without limitation, warranties of merchantability and fitness for a particular purpose. Client's exclusive remedy for any breach of the warranty set forth in Section 6(b) will be for Cascadia, upon receipt of written notice, to use diligent efforts to cure such breach at no additional cost to Client, or, failing any such cure in a reasonable period of time, return of professional fees and expenses paid to Cascadia hereunder with respect to the Work giving rise to such breach.

7. Indemnity

To the fullest extent permitted by law, Cascadia shall indemnify and hold harmless Client and its agents and employees from and against any and all claims, damages, losses or expenses, including reasonable attorneys' fees, on account of bodily injury, personal injury (including death), or injury to property sustained by any third person or persons, to the extent caused by the negligent act or omission of Cascadia or any of its agents, employees or subcontractors.

Client shall indemnify and hold Cascadia harmless from any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees and legal costs) caused by any negligent act or omission of Client, or any of its agents or employees.

Any indemnity hereunder is conditioned upon the indemnified party providing to the indemnifying party prompt written notice of any claim or action requiring indemnification, and the indemnifying party shall have the right, at its expense, to take over the defense of such claim or action.

8. Equal Opportunity

Cascadia shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Cascadia shall comply with all equal opportunity or affirmative action requirements or plans as may be required by law.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES

ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CASCADIA'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) WILL BE LIMITED TO THE TOTAL PRICE FOR THE WORK PROVIDED BY CASCADIA UNDER THIS AGREEMENT GIVING RISE TO THE LIABILITY.

10. Assignment

Cascadia shall not transfer or assign any interest in this Agreement without prior written consent of Client, which consent shall not be unreasonably withheld. Any such transfer or assignment without Client's consent shall be void and of no legal effect.

11. Termination

Either party may terminate this Agreement upon written notice to the other party:

- (a) In the event of a material breach of any term, condition or covenant by the other party which remains uncured after five (5) days written notice thereof to the other party; or
- (b) For any reason or no reason upon fifteen (15) days prior written notice; or
- (c) In the event that the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.

If this Agreement is terminated, Client shall pay Cascadia for all Work performed up to the date of termination, including all non-cancelable costs incurred by Cascadia prior to termination but paid after the termination date. Client shall pay for all the work actually performed in accordance with this Agreement, even if the parties' original payment schedule spreads-out payments for certain Work or defers payments for certain work until the completion of such Work. If payments are unit or milestone based, and the Agreement is terminated after costs have been incurred toward achieving portions of one or more incomplete units or milestones, Client will pay a prorated portion of such fees based on the actual Work performed toward those incomplete units or milestones up to the date of termination, in addition to paying for completed units or milestones.

In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, ownership of Deliverables, indemnification, confidentiality, and dispute resolution, will survive termination and remain binding upon the parties.

12. Confidentiality

This Section 12 sets forth the terms and conditions which will apply to any "Confidential Information" (as hereinafter defined) which may be disclosed by either party ("Discloser") to the

other party ("Recipient") with respect to Discloser's products, services, technologies, or other aspects of the business of Discloser which are confidential or proprietary in nature. As used in this Agreement, "Confidential Information" means all information which Discloser discloses to Recipient that is identified as being proprietary or confidential and all information which, by the nature of the circumstances surrounding the disclosure, reasonably ought to be treated as proprietary and confidential. Confidential Information may include information originally disclosed to the Discloser by third parties. A party's obligations under this Agreement shall not apply to Confidential Information that (i) is or becomes generally available through no breach of an obligation of confidentiality; (ii) is already in the possession of the Recipient at the time of disclosure by the Discloser as shown by competent evidence; (iii) is obtained by the Recipient from a third party without breach of an obligation of confidentiality; or (iv) is independently developed by the Recipient without use of or reference to the disclosing party's Confidential Information, as shown by competent evidence.

Non-use and Nondisclosure. Recipient will not use Confidential Information of Discloser for any purpose except to engage in a business relationship between the parties. Recipient will not disclose the Discloser's Confidential Information except to those employees or contractors of Recipient who are required to have the information in order to engage in a business relationship with the other party or those persons or entities who have entered into a non-disclosure agreement with Recipient with terms at least as restrictive as those contained in this Agreement. Recipient may disclose the Discloser's Confidential Information if required by law so long as the Recipient gives the Discloser prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Confidential Information provided by the other party.

Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own confidential information of like nature.

Ownership; Remedies. Each party shall each at all times remain the sole owner of its respective Confidential Information and any improvements thereof. Except as set forth in Section 13 herein, nothing in this Agreement is intended to grant either party any rights under any patent, copyright, other intellectual property right or Confidential Information of the other party. Each party acknowledges that any violation or threatened violation of Section 12 of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other remedies provided under the Agreement or available at law.

Obligations on Termination. Upon termination of this Agreement, each party will promptly return all Confidential Information received by such party to the other party (provided, however, that either party may retain Confidential Information to the extent required to do so by applicable laws or regulations, and nothing herein shall require a party to delete Confidential Information from its computer systems' historical back-up media, provided that in each case such Confidential Information shall remain subject to the terms of this Agreement and

applicable laws and regulations). The parties' obligations of confidentiality shall survive termination of the Agreement and notwithstanding the return of any Confidential Information.

13. Materials and Work Product.

- (a) All materials provided by Cascadia to Client for the performance of Work, including, without limitation any Confidential Information of Cascadia, along with any concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, and general purpose consulting tools created by, acquired by, or otherwise employed or modified by Cascadia (collectively, the "Cascadia Materials"), will remain the sole property of Cascadia, will be used only in furtherance of the Work in accordance with this Agreement and will not be used or delivered to or for the benefit of any third party without the prior written consent of Cascadia, and will be used in compliance with all applicable laws, rules and regulations. Client will not reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Cascadia Materials.
- (b) Upon full and final payment to Cascadia of all fees due hereunder, the tangible items specified as deliverables or work product in Attachment A (the "Deliverables") will become the property of Client. If any Cascadia Materials are contained in any Deliverables, Cascadia hereby grants to Client a non-exclusive, royalty-free, worldwide, nontransferable license to use for Client's internal business purposes any Cascadia Materials contained in any Deliverables or to fulfill the purpose set forth in Attachment A.
- (c) Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product provided to Client by Cascadia in connection with the Work are intended for Client's sole benefit, and Cascadia does not authorize any other party to rely upon such advice, recommendations, information, Deliverables or other work product and any such reliance shall be at such party's sole risk.

14. Entire Agreement/Relationship of the Parties.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memorandum, arrangements and understandings, both written and oral, between the parties with respect to the subject matter. The parties are independent contractors, and this Agreement will not be construed to create a joint venture, partnership, or the relationship of principal and agent between the parties, nor to impose upon either party any obligations for any losses, debts or other obligations incurred by the other party.

15. Arbitration.

This Agreement shall be construed and enforced according to the laws of the State of Washington. Should any dispute occur between the parties arising out of or related to this Agreement, or their rights and responsibilities hereunder that cannot be resolved through good faith negotiations, the matter shall be settled and determined by arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in, and the award shall be

deemed to be made in, King County, Washington. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

16. Amendments; Waivers.

This Agreement may only be amended pursuant to a written agreement executed by the parties, and no waiver of compliance with any provision or condition of this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver is to be effected. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision. The failure of any party to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements.

17. Severability.

If any provision or any part of any provision of this Agreement is held to be illegal, void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no force and effect. However, unless such stricken provision goes to the essence of the consideration bargained for by a party, the remaining provisions of this Agreement shall continue in full force and effect and, to the extent required, shall be modified to preserve their validity. Upon such determination that any term or other provision or any part of any provision is void or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that performance contemplated hereby is fulfilled to the fullest extent possible.

18. Force Majeure.

Except for the duty to make payments hereunder when due, if either party is prevented from carrying out its obligations under this Agreement by fire, flood, epidemic, pandemic, quarantine restrictions, act of God, terrorism, war (declared or undeclared), boycott, lock out, war, labor or civil disturbance, public disaster, or any other cause beyond such party's reasonable control, then such party's performance shall be excused during the period of such events and for a reasonable period of recovery thereafter, and the time for performance of such obligations shall be automatically extended for a period of time equal to the duration of such events; provided, however, that the party claiming force majeure shall promptly notify the other party of the existence of such force majeure, shall use all commercially reasonable efforts to avoid or remedy such force majeure and shall continue performance hereunder with the utmost dispatch whenever such force majeure is avoided and remedied. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

19. Construction.

Where the context so requires, all references in this Agreement to the singular shall be deemed to include the plural and vice versa.

20. Signature.

At the sole discretion of Cascadia, Cascadia may consent to the Client's signature on this Agreement being by email, fax, photocopy, pdf or other electronic means, in which case such Client signature will be deemed an original signature for all purposes.

22. Notices.

All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery to the parties at the following address (or at such other address for a party as shall be specified by a like notice) on the day of the delivery, or if by facsimile, upon confirmation of receipt:

If to Cascadia Consulting:

Cascadia Consulting Group, Inc.

Attn: Angela Pietschmann

1109 First Avenue, Suite 400

Seattle, WA 98101

If by facsimile: (206) 343-9819

If to Client:

Clallam County, Department of Community Development

Attn: Cathy Lear

223 East 4th St, Suite 5

Port Angeles, WA 98362

If by facsimile: (360) 417-2443

The parties have executed this Agreement by their duly authorized representatives.

CASCADIA CONSULTING GROUP, INC.

CLALLAM COUNTY

By: Andrea Martin

By: _____

Name: Andrea Martin

Name: _____

Title: Director

Title: _____

Date: 2/16/2022

Date: _____

7

Approved as to form only by:

Elizabeth Stanley
Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

ATTACHMENT A: SCOPE OF WORK

Proposed Approach

Kick-off Meeting & Project Management

We believe a solid house is built on a strong foundation, and we will strive to set the project up for success through proactive planning at the outset. We will convene an **initial kick-off meeting** to introduce our project team, clarify project goals and deliverables, and make key decisions regarding the inventory's methodology, scope, and boundaries. The meeting will help us confirm key project elements and roles, build a shared understanding of the project's process and milestones, and get to know each other. We will document the results in a final **project work plan and schedule** using the platform (e.g., Smartsheet, Excel) of the client team's preference.

We will also review our data collection process and available data sources for the inventory, identifying potential gaps and focus areas. In cases where data availability may be limited, we will discuss alternative approaches and corresponding tradeoffs to arrive at the most defensible and informative analysis for the County. Finally, we will use this meeting to clarify Clallam County's longer-term goals and vision for its climate action and resiliency planning process to ensure the GHG inventory lays a solid foundation for future climate change resiliency planning efforts and sets the County up for **not just tracking emissions, but successfully mitigating them**.

Once the project is underway, Cascadia will continue to coordinate with the County's project manager and the County's Climate Advisory Committee, including holding brief **biweekly check-in calls** (we are happy to adjust this frequency to meet the client team's needs.) Using Deltek Vision project management software, we will provide monthly invoices and progress reports that cover budget, timeline, and deliverables. Our project manager will also use Deltek Vision's real-time budget updates to identify and proactively elevate potential scope or budget issues, before they become problems that could affect the project's success.

Deliverables:

- Final **Project Workplan** that details project schedule, client/consultant/working groups roles and responsibilities, and key project details (the Clallam County Climate Advisory Group's perspective, intent, in-scope boundaries, etc.)
- **Monthly check-in meetings** with client liaison, with agendas and meeting notes throughout project lifecycle
- Participation in **monthly steering committee meetings**
- Monthly **invoices and progress reports**

Greenhouse Gas Emissions Inventory

GHG inventories set the stage for developing high-impact climate strategies and serve as the key indicator for monitoring and assessing progress over time. In addition to a **communitywide GHG inventory**, we could also support the County in completing a **government operations GHG inventory** to demonstrate the County's commitment to "walking the talk" and leading by example to track and reduce emissions.

During the initial project kick-off meeting, we will present **options, tradeoffs, and our recommendations** for the inventory methodology, scope, boundaries, and data management (e.g., software platforms, file storage, etc.). Our preliminary proposed approach is outlined below, but we are flexible and can tailor our approach as needed.

PROPOSAL – GREENHOUSE GAS INVENTORY

Boundaries, Sources, and Sectors

At a minimum, we recommend completing a communitywide **geographic (“territorial”) inventory** which estimates emissions released within the County’s boundaries and due to community activities (e.g., energy consumption, waste disposal). If desired, we could also prepare a **consumption-based inventory** which estimates emissions associated with the goods and services consumed within the community. See “Consumption-Based Inventory” callout box below for details.

To the extent possible (based on data availability and specificity), Cascadia proposes quantifying all of the **communitywide emissions** in the “**base sources**” column in the table below and as many “**additional sources**” as possible, depending on available data, budget, and the County’s interest. Completing an inventory using just the “base sources” will satisfy protocol requirements and best practices and align with other local jurisdictions.

Table 1. Typical emissions sources quantified for a communitywide geographic GHG inventory.

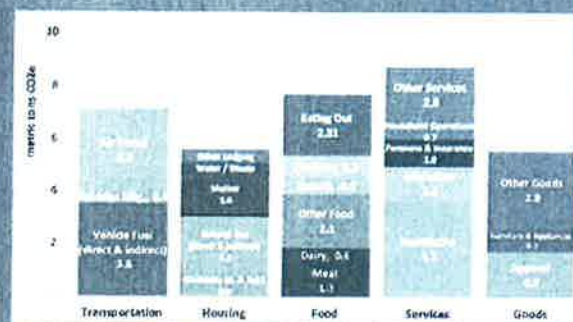
Sector	Base Sources	Additional Sources
Transportation	- On-road personal vehicle transportation - Off-road vehicles and equipment	Public transit
Buildings & Energy	Residential, commercial, and industrial electricity, propane, and/or natural gas consumption	- Transportation and distribution losses of electricity, propane, and natural gas - Refrigerants - Fuel oil consumption - Industrial process emissions
Solid Waste	Landfill waste generation, collection, and disposal	Compost waste generation, collection, and disposal
Water	Wastewater treatment	Energy consumption from potable water conveyance, if provider is located outside of county
Agriculture & Forestry	- Livestock and soil management - Forest carbon sequestration	N/A

For the **government operations inventory**, we will quantify emissions from County activities, including energy use in municipal buildings, emissions from the County’s vehicle fleet, employee commuting and business travel, and County generation and management of community wastewater and solid waste.

Consumption-Based Inventory

While a traditional geographic based inventory captures the emissions over which local governments typically have the most influence, consumption-based inventories recognize that a **community’s full carbon footprint extends beyond its jurisdictional borders**. For a typical North American city, consumption-based emissions (from the production, transportation, use, and disposal of goods and services consumed by a community) are 50-60% higher than geographic emissions.

If the County is interested in completing a consumption-based inventory, Cascadia proposes partnering with EcoDataLab and using their advanced methodology, which draws on best-in-class research and technology and is



PROPOSAL – GREENHOUSE GAS INVENTORY

currently being applied to four other counties in Washington. EcoDataLab's founder and Chief Science Officer, Dr. Chris Jones, is the Director of the CoolClimate Network at UC Berkeley, and a leading expert in carbon footprint analysis with over 15 years researching and developing tools for consumption-based emissions inventories.

Inventory Methodology

We will prepare the communitywide GHG inventory in accordance with the *U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (USCP)* and the *Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC)*.¹ We will prepare the government operations GHG inventory *Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories (LGOP)*. These protocols, which several other jurisdictions in Washington have also followed, provide standardized calculation methods that support the **complete, transparent, and accurate reporting** of emissions.

Data Collection

- Cascadia will develop a comprehensive **data collection checklist** (in Excel) tailored to the requirements and organization of the USCP and LGOP to ensure that (1) the inventories align with these standards, and (2) the County can easily report its emissions in a format that is comparable to other jurisdictions.

We prioritize a high level of record keeping and organization in data collection so that the inventory will be **easily replicable by County staff in the future**. For example, we typically begin each of our Excel workbooks with a hyperlinked table of contents to facilitate navigation and understanding of individual inventory components and datasets.

The checklist will outline specific data needs along with a brief description of the item, source for the information, whether it is Scope 1, 2 or 3, and point of contact for data collection. The checklist will also allow the County to **monitor data collection at any point in the project**, including which sources have been collected or are outstanding and who is responsible for delivering that data.

We anticipate that **Cascadia will lead data collection** and submit clear and timely requests to County staff when their support is needed to gather internal data or submit data requests to outside entities (we have found that some data sources, such as private utilities, are more responsive to requests from government staff than from hired consultants). Using **lessons learned** and our **familiarity with local data sources** from our recent Port Angeles GHG inventory and ongoing work with the NODC, we will facilitate an intuitive and smooth process and provide **data collection templates** to ensure we receive the correct inputs and minimize back-and-forth.

During the project kick-off meeting, we will review our data collection process and available data sources for the inventory, identifying potential gaps and focus areas. In cases where data availability may be limited, we will discuss alternative approaches and corresponding tradeoffs to arrive at the most defensible and informative analysis for the County.

Data Analysis and Management

With the data collected and organized, Cascadia will conduct a protocol-compliant inventory in one of the following formats, depending on the County's preference:

¹ The USCP is based on U.S. best practices and available data sources that may not be applicable or in use outside the U.S. As such, some of the requirements and optional guidance in the USCP differ from the *Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC)*. The USCP provides information on how to perform the calculations, whereas the GPC sets standards for disclosure. The methodologies in these protocols are compatible and the two standards can be used concurrently.

PROPOSAL – GREENHOUSE GAS INVENTORY

Table 2. Data management platform considerations.

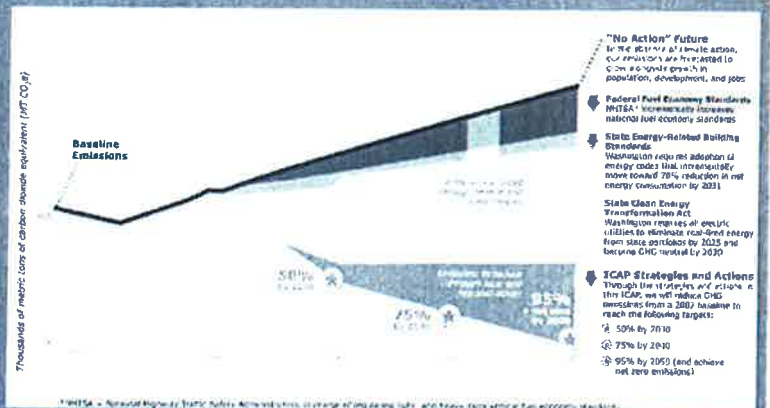
ICLEI ClearPath Online Platform	EPA Local GHG Inventory Tool (or comparable Excel-based tool)
• \$1,200 annual subscription fee (discounts available for multi-year membership). Membership comes with ~10 hours of annual support from ICLEI and various user guides, trainings, etc. • If membership lapses, County still has read-only and download access to data. • Updated regularly to ensure compliance with latest version of USCP and GPC. • Additional modules (reporting, planning, forecasting, etc.) may be useful for County's climate action planning.	• Leverage an existing (free) inventory tool (e.g., the EPA's Local GHG Inventory Tool which comes with detailed user guides). • EPA tool has modules for communitywide and government emissions and aligns with GPC. • Produces relatively simplified inventory.

Leveraging one of the existing standardized inventory platforms described above, we can maximize our consulting budget by focusing on providing strategic guidance, data entry and analysis, and quality control—while ensuring that the resulting inventory meets reporting standards and best practices.

GHG Forecasting

If desired, Cascadia can use the geographic, communitywide GHG inventory results to develop a “wedge analysis” that models future GHG emissions, reductions, and targets. A wedge analysis helps illustrate the impacts that various policies and climate actions could have on reducing the County's future emissions.

The wedge analysis would include a “business-as-usual” (BAU; no action future) scenario and “adjusted-business-as-usual” (ABAU; reductions from state and federal policies) scenario alongside proposed emissions reduction targets to show the remaining scale of emissions to be reduced through the implementation of the Climate Action Plan. We could additionally model the estimated emissions reduction impacts of up to five high-priority CAP actions.



Deliverables:

- **Data collection checklist** and templates
- **Populated data collection templates**
- **Completed GHG inventory**, provided in the County's chosen data management platform:
 - o Completed Excel workbook that includes raw data and final emissions calculations
 - OR
 - o Completed ClearPath data entry (data inputs and outputs can be exported out of the system)
- **Consumption Inventory** (includes two-year dashboard subscription and standard report).

PROPOSAL – GREENHOUSE GAS INVENTORY

- **Wedge analysis** including BAU and ABAU scenarios, emissions reduction targets, and up to five high-priority CAP actions.

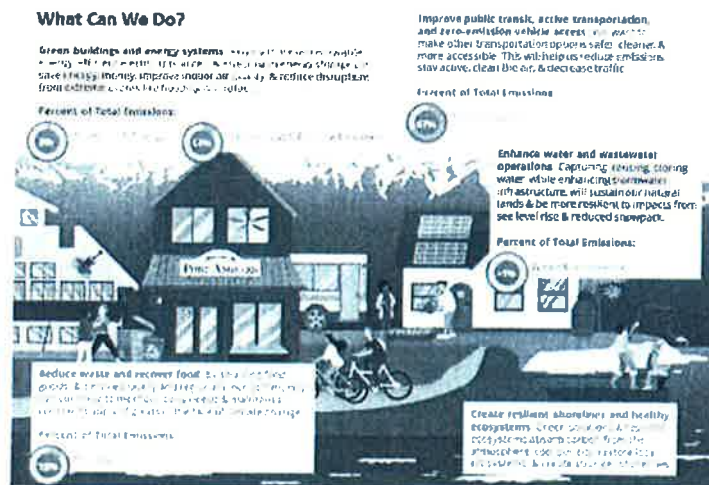
GHG Inventory Report and Communication Collateral

We propose preparing a concise final report that includes:

- **Introduction** to the project that provides the local and jurisdictional context of Clallam County and frames the GHG inventory as part of the larger climate planning process conducted by the County.
- **Methodology** of the GHG inventory, including data sources and inventory methods and assumptions.
- **GHG inventory results** using accessible visuals for the County's Scope 1, 2, and 3 emissions.
- **High-level recommendations** for initial strategies that Clallam County can consider including in the County's future climate resiliency and adaptation planning to achieve its GHG emissions reduction goals. We will ensure that these high-level recommendations are forward-looking to help the County save time and money in future planning phases.
- **Appendix** that includes data collection sources and information contacts to ensure the replicability of this inventory by the County in future years.

To maximize efficiency at this stage, we will strive to **develop content for this deliverable that we can easily integrate into a Climate Action Plan**, especially if the County decides to invest in the Climate Action Plan task below. We have found that developing this interim deliverable as a “plug and play” for the CAP will not only save time and budget, but also break up the planning process into manageable pieces that build upon one another. Further, it helps our Graphics Team streamline the development of the styles, fonts, colors, custom graphics, and themes early in the CAP process—getting ahead of “crunch time” at the finish line and allowing ample opportunity for the County to approve designs and styles.

We will also develop a **visually appealing infographic summary** to accompany the full report. (See example at right.) This infographic and short summary document are used to share the results of the inventory with the community; this approach helps break down the complexity of the GHG analysis process and results into clear, grounded, and meaningful takeaways for the community. To create the infographic, our team will work with Cascadia's internal Graphics Team to transfer key data points and visuals like charts and graphs into an attractive and user-friendly format. We will work with the County to determine the **appropriate features and visual profile of the infographic**—for example, using a specific font or color scheme to maintain visual consistency with other County communications. We are happy to provide further work samples demonstrating our graphic design and document formatting skill on request.



PROPOSAL – GREENHOUSE GAS INVENTORY

Full Climate Action Plan Development with Strategies and Actions

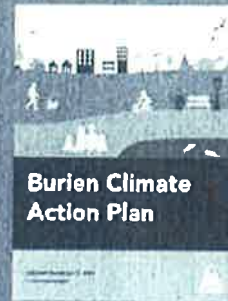
Cascadia can help Clallam County develop a *Climate Action Plan* that encompasses the GHG Inventory in this proposal and the technical services to develop strategies and actions provided through the North Olympic Resource Conservation & Development Council (NODC). In preparing a Climate Action Plan for the County, we can leverage these multiple efforts to set the County up to adopt and implement its Climate Action Plan by October 2022.

We pride ourselves on creating plans that are not only accurate and actionable, but *attractive and engaging*, too. Cascadia has an *in-house design team* that crafts visually appealing products, scaled to the needs of each client. We will work with the County to select a package of Word- and/or Adobe-based document design and production services, infographic development, and compelling data displays, as available budget and needs allow. Our standards are upheld with rigorous quality control processes that involve editorial board review and senior-level oversight of all written work products and deliverables.

To that end, we envision producing an accessible and user-friendly Climate Action Plan with concise text and a focus on graphs and other visual aids—providing a snapshot of the process, the importance of taking action, and a roadmap that includes specific targets, actions, and timelines that the County and the broader community can use and reference to inspire and guide action.

At a minimum, we typically support CAPs that include the following sections:

- **Executive Summary**, including key takeaways and graphics highlighting the plan's vision, goals, strategies, and actions.
- **Introduction**, including a discussion of the context and value of the plan and an overview of the planning process. Specific sub-sections will include a list of Clallam County's past climate-related activities, metrics, and achievements; and a summary of historic GHG emissions and projected climate impacts and vulnerabilities.
- **Vision and Goals**, framing the plan by introducing the County's vision for the future, sharing top community priorities, and identifying emissions-reduction targets and other goals and how they relate to current County plans or regulations.
- **Strategies and Actions**, describing each overarching strategy and including both near-term (next two years) and longer-term (next five years) actions. The goal will be to provide enough context and description for each action that County staff and other stakeholders can clearly understand the action's steps and what success would look like.
- **Implementation Plan and Metrics**, laying out a clear action plan for achieving climate goals and set metrics for tracking progress along the way.



Deliverables:

- GHG Inventory Report, including draft, one round of revisions, and final (~10 pages)
- Infographic (1-2 pages) summarizing process and key findings
- Detailed list of **data sources and contact information**, provided as appendix to the final report
- Climate Action Plan Development
 - Draft Climate Action Plan for City, stakeholder, and/or public review
 - Final climate action plan

PROPOSAL – GREENHOUSE GAS INVENTORY

Timeline

Below is an initial draft timeline for this project, to be updated and finalized at the onset of the project.

Task and Deliverables	Feb '22	Mar '22	Apr '22	May '22	Jun '22	July '22	Aug '22
1. Kick-off Meeting and Project Management							
Kickoff meeting, Project Workplan	•						
Biweekly check-in calls, invoicing	•	•	•	•	•	•	•
2. Greenhouse Gas Inventory							
Data collection checklist and templates	•	•					
Data collection		•	•				
Geographic inventory (communitywide and gov. ops.)			•	•			
Consumption Inventory		•	•	•			
Forecasting & Wedge Analysis				•	•		
3. GHG Inventory Report and Communication Collateral							
Final report, including methodology, results, and recommendations			•	•	•		
Infographic summarizing process and key findings					•	•	
Detailed list of data sources and contacts				•	•		
Full Climate Action Plan		•	•	•	•	•	•

PROPOSAL – GREENHOUSE GAS INVENTORY

Budget

We propose a budget of **\$55,000** for this project (including tasks originally proposed as “optional”).

Task	Cost
1. Kick-off Meeting and Project Management	\$ 5,500
2. GHG Inventory	\$ 30,000
3. Report and Communications Collateral	\$ 20,000
TOTAL	\$ 55,000

The table below includes fully burdened hourly rates for our core team members.

Staff	Role	Hourly Rate
Angela Pietschmann	Project Manager & Inventory Lead	\$ 165
Hailey Weinberg	Data Analyst	\$ 115
Mike Chang	Climate Resilience Advisor	\$ 190
Mary Ann Rozance	NODC Liaison	\$ 160
Andrea Martin	Principal-in-Charge	\$ 245
Keiko Betcher	Graphic Designer	\$ 115

JAN 09 2023
ESC 145pm



AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

Executive Session ☒ **Meeting Date: 1-9-23 at 1:45 p.m.**

Item summary:

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

Executive summary:

Pursuant to RCW 42.30.110, an executive session will be held at 1:45 p.m., Monday, January 9, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

The Prosecuting Attorney's Office will provide an update to the Board of County Commissioners on pending civil litigation involving Clallam County.

Per RCW 42.30.110(i), the Board may recess into executive session "to discuss with legal counsel representing the agency litigation . . . to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

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

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

County Official signature & print name: Elizabeth Stanley, Chief Civil DPA

Name of Employee/Stakeholder attending meeting: BOCC, PAO, Human Resources/Risk Management

Relevant Departments: BOCC, PAO, Human Resources/Risk Management

Date submitted: 12-8-2023

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

Executive Session PAO litigation update 1-9-23 (003)

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

Revised: 3-04-2019