



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 3, 2022 – 8:00 a.m.

****ATTENTION****

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Resolution authorizing the Board of Equalization to convene
Resolution 
3. Purchase order/ Contract with Codan Radio Communications to purchase radio system upgrade components
Purchase order/ Contract 
4. Agreement amendment with Department of Commerce for STOP Violence Against Women Formula Grant Program
Agreement amendment 
5. Lease agreement with Olympic View Properties, Inc. for the Family Support Division Office
Lease agreement 
6. Presentation regarding Clallam County Juvenile & Family Services Child Advocate Program (CAP).
Presentation 

7. Briefing and notice of hearing to be held Tuesday, January 25, 2022 at 10:30 a.m. for an Ordinance adding a chapter to the Clallam County Code Title 3 – Administration/Personnel Chapter 3.50 Bonds for Officials

Briefing and notice of hearing 

3. **Purchase order/ Contract with Codan Radio Communications to purchase radio system upgrade components**

Public Works

8. Letter of support to FEMA WA BRIC for the Dungeness Off-Channel Reservoir Project

Letter of support 

Community Development

9. Agreement amendment 2 with Department of Ecology for the Dungeness River Floodplain Restoration Project

Agreement amendment 2 

Board of Commissioners

10. Briefing and notice of hearing to be held Tuesday, January 25, 2022 at 10:30 a.m. for a Resolution authorizing a grant from the Opportunity Fund to the City of Forks – Waste Water Treatment Facility.

Briefing and notice of hearing 

11. Resolution appointing Rachel Weed as the Deputy Clerk of the Board

Resolution 

12. Climate Advisory Group's briefing and request to move forward to solicit informal bids for an emissions inventory.

Discussion and next steps 

13. Resolution reappointing Alice Ryan and Katie Krueger to the North Pacific Coast Marine Resources Committee

Resolution 

14. Resolution appointing Amy Bundy to the Behavioral Health Advisory Board

Resolution 

General Discussion/Items for Future Agendas

- A. ADU Ordinance update and call for hearing (January 10)
- B. Clallam County Charter discussion (January 10)
- C. Continued Work Session – Cancelled (January 10)

- D. Marine Resources Committee update (February 14)
- E. Continued Work Session – Topic TBD (February 14 at 1 p.m.)
- F. National Park update (March 7 at 10:30 a.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
1/3/22

Department: Board of Equalization

WORK SESSION ☒ Meeting Date: 1/3/2022

REGULAR AGENDA ☒ Meeting Date: 1/11/2022

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

Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.48.010 requires approval of the legislative authority for the Board of Equalization to convene at any time petitions filed exceed twenty-five or 10 percent of the number of appeals filed in the preceding year, whichever is greater. To date, more than 10% of the appeals filed in the preceding year have been filed.

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?)

Adopt the Resolution allowing the Board of Equalization to convene for the purposes of hearing appeals.

County Official signature & print name: Chelsea Miller Chelsea Millar

Name of Employee/Stakeholder attending meeting: Chelsea Millar

Relevant Departments: BOE

Date submitted: 12/29/2021

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

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



RESOLUTION _____, 2022

AUTHORIZING THE BOARD OF EQUALIZATION TO CONVENE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 84.48.010 requires approval of the legislative authority for the Board of Equalization to convene at any time petitions filed exceed 25 or 10 percent of the number of appeals filed in the preceding year, whichever is greater.
2. The Clerk of the Board of Equalization verifies the requirements for convening under RCW 84.48.010 have been satisfied.

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

1. Approves the request of the Board of Equalization to convene for the purpose of hearing appeals filed for the 2021 assessment year, taxes payable in 2022.

PASSED AND ADOPTED this ____ of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board



AGENDA ITEM SUMMARY

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

3
1/3/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 01/03/22

REGULAR AGENDA ☒ **Meeting Date:** 01/11/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11065-21-01 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Purchase Order/Contract with Codan Radio Communications to purchase radio system upgrade components for the law enforcement dispatch radio network in Clallam County.

Budgetary impact:

The capital outlay line in the 11065.811 OPSCAN Operations fund has funding allocated for this expenditure.

Recommended action:

Recommend approval and signature by the Board

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

Name of Employee/Stakeholder attending meeting: Alice Hoffman, Chief Civil Deputy

Relevant Departments: Sheriff's Office

Date submitted: 12/22/21

* 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 Sheriff's Office

PURCHASE ORDER

Candy Constrast #11065-21-01

SHIP TO:

CLALLAM COUNTY SHERIFF'S DEPT
ATTN: CCSO Radio Team
223 East 4th Street, Suite 12
Port Angeles, WA 98362

BILL TO:

CLALLAM COUNTY SHERIFF'S DEPT
Accounts Payable
223 East 4th Street, Suite 12
Port Angeles, WA 98362
360-417-2567

POC for billing is Alice Hoffman - ahoffman@co.clallam.wa.us

VENDOR NAME:	Codan Radio Communications	PURCHASE ORDER #:	OP-27
ADDRESS:	43 Erie Street		
	Victoria, B.C V8V 1P8 Canada	DATE:	11/5/2021
PHONE:	(800)664-4066		
FAX:		VENDOR ACCT #:	CLALCO

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.

QUANTITY	ITEM ORDERED	UNIT PRICE	TOTAL
6	UT-4E450-00-800, TRANSMITTER, MT-4E, UHF 406-470MHZ	1,693.60	\$10,161.60
6	UR-4E460-A0-000, RX, MT-4E, UHF 450-512MHZ, CLASS A	2,336.00	\$14,016.00
6	SR-39-1, SUBRACK, 96 PIN+I/O, STANDARD	891.20	\$5,347.20
6	AMP-481-100-D1R, AMP/450-512MHZ, 5-10W/100W, RACK	2,178.00	\$13,068.00
6	AC-3E, AUDIO CTRL, E&M SIGNALLING, 96P	667.92	\$4,007.52
6	SM-3-H0-014-00, SYSTEM REGULATOR 9-11VDC, 14HP	694.40	\$4,166.40
6	A-PNL-AUX96-3, AUX CTRL EXTENDER + TERM BLOCK	266.20	\$1,597.20
6	CBL-223NPONP110, CABLE/RF, RG223U	79.20	\$475.20
12	CBL-223NPONP54, CABLE/RF, RG223U	79.20	\$950.40
6	A-PK-PM3, Parts Kit, CI-PM-3 Cables/Conn	84.00	\$504.00
4	A-MIC-01, Microphone, STD AMPL.DYN	179.08	\$716.32
	Under NASPO WA State Contract #6913		
	As Per Quote 20043456 Shipping included		
	Estimated WA State sales tax included		
	SUBTOTAL		\$55,009.84
	TAX	0.088	\$4,840.87
	SHIPPING COST		
	TOTAL		\$59,850.71

Budget Fund	Special Instructions
11065.811	LEDRN - LTAC UHF radio system upgrades. POC: Richard Earl 1-(250)382-8268
BARS Number	lmsales@codanradio.com
59421.64.0010	

EMPLOYEE	SUPERVISOR	Chair of the Board, Mark Ozias
R. Tomko	Alice Hoffman	

Approved as to form only by:

Bert Dee Boughton
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

After signatures acquired, route a copy to the Accountant.

DUNS # 201185543
Daniels Electronics Ltd. dba Codan Radio Communications
43 Erie Street
Victoria, B.C.
V8V 1P8 Canada

QUOTE # 20043456

Toll Free: 1-800-664-4066
Phone: 1-250-382-8268
Email: lmrsales@codanradio.com

QUOTE

CUSTOMER

Quote #: 20043456
Date: 28 Oct 2021
From: Richard Earl
Customer: CLALLAM COUNTY SHERIFFS DEPT
Export Controlled: No

Contact: Richard Tomko
Address: Clallam County

Opportunity #: Z3031
Quote Subject: Clallam County LMR Repeater

Line	Material	Material Description	Qty	Unit Price	Discount	Extended Price	Curr
000010	CCV-PACKAGES	UHF System	6.00	\$9,227.71	(\$356.40)	\$55,009.84	USD

QUOTE TOTAL: \$55,009.84 USD

DUNS # 201185543
 Daniels Electronics Ltd. dba Codan Radio Communications
 43 Erie Street
 Victoria, B.C.
 V8V 1P8 Canada

QUOTE # 20043456

Toll Free: 1-800-664-4066
 Phone: 1-250-382-8268
 Email: lmr-sales@codanradio.com

QUOTE

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Export Controlled: No

Opportunity #: Z3031
Quote Subject: Clallam County LMR Repeater

CUSTOMER

Contact: Richard Tomko
Address: Clallam County

CONTRACT TYPE CONTRACT # CONTRACT NAME

L1	Price List	COMMERCIAL	COMMERCIAL PRICE LIST
WSCAWA	Contract	6913	NASPO WASHINGTON STATE

Line	CC	Material	Material Description	Qty	Unit Price	Discount	Extended Price
000010		CCV-PACKAGES	UHF System	6.00			
000020	WSCAW	UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHZ	6.00	\$1,693.60		\$10,161.60
000030	WSCAW	UR-4E460-A0-000	RX,MT-4E,UHF450-470MHZ,CLASS A	6.00	\$2,336.00		\$14,016.00
000040	WSCAW	SR-39-1	SUBRACK, 96 PIN + I/O,STANDARD	6.00	\$891.20		\$5,347.20
000050	WSCAW	AMP-481-100-D1R	AMP/450-512MHZ,5-10W/100W,RACK	6.00	\$2,178.00		\$13,068.00
000060	WSCAW	AC-3E	AUDIO CTRL, E&M SIGNALLING,96P	6.00	\$667.92		\$4,007.52
000070	WSCAW	SM-3-H0-014-00	SYSTEM REGULATOR,9-11 VDC,14HP	6.00	\$694.40		\$4,166.40
000080	WSCAW	A-PNL-AUX96-3	AUX CTRL EXTENDER + TERM BLOCK	6.00	\$266.20		\$1,597.20
000090	WSCAW	A-PK-PM3	HARTS KIT, CI-PM-3 CABLES/CONN	6.00	\$84.00		\$504.00
000100	WSCAW	APP-FIRM20-W-XX	FIRMWR/MT4E RX/ANALG,STAT/TONE	6.00			
000110	L1	CBL223-NP0NP110	CABLE, N PLG-PLG,RG223/U,110cm	6.00	\$99.00	(\$118.80)	\$475.20
000120	L1	CBL223-NP0NP054	CABLE, N PLG-PLG,RG223/U, 54cm	12.00	\$99.00	(\$237.60)	\$950.40
000130	WSCAW	A-MIC-01	MICROPHONE, STANDARD, AMPL.DYN	4.00	\$179.08		\$716.32
000140	WSCAW	IMXX-USB	INSTRUCTION MANUALS ON USB	6.00			

SYSTEM TOTAL

Quantity:	6.00
Unit Price:	\$9,227.71
Subtotal:	\$55,366.24
Discount:	(\$356.40)
TOTAL: (USD)	\$55,009.84

QUOTE TOTAL

NET:	\$55,009.84
OTHER:	
TOTAL: (USD)	\$55,009.84

DUNS # 201185543
Daniels Electronics Ltd. dba Codan Radio Communications
43 Erie Street
Victoria, B.C.
V8V 1P8 Canada

QUOTE # 20043456

Toll Free: 1-800-664-4066
Phone: 1-250-382-8268
Email: lmrsales@codanradio.com

QUOTE

Quote #: 20043456
Date: 28 Oct 2021
From: Richard Earl
Customer: CLALLAM COUNTY SHERIFFS DEPT
Export Controlled: No

CUSTOMER

Contact: Richard Tomko
Address: Clallam County

Opportunity #: Z3031
Quote Subject: Clallam County LMR Repeater

000010 SYSTEM CONFIGURATION FOR UHF SYSTEM

UHF System

System configured as a DC powered, UHF analog 100W duplex repeater.
Includes status tone firmware.
System includes a Class A receiver (High Specification). - Low current receivers are available.
E&M connections are provided by the AC-3E control card.
A-PNL-AUX96-3 facilitates external interconnect

AC-3E Base Setup
TX 453.2750/103.5 RX 458.2750/173.8
12.5kHz
E&M pull to ground

Duplexer not included .

DUNS # 201185543
Daniels Electronics Ltd. dba Codan Radio Communications
43 Erie Street
Victoria, B.C.
V8V 1P8 Canada

QUOTE # 20043456

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CUSTOMER

Contact: Richard Tomko
Address: Clallam County

Opportunity #: Z3031
Quote Subject: Clallam County LMR Repeater

TERMS

Pricing	Valid for life of contract Notes: All prices quoted are exclusive of taxes. All cancelled orders will be subject to a 25% restocking fee. Electronic payments are always preferred. For our detailed bank information, please contact lmraccounts.receivable@codancomms.com
Warranty	Parts and labour. F.C.A. Seattle, WA.
Payment Terms	30 days from Invoice Date
Currency	USD
Shipping	F.C.A. Destination. Unless otherwise specified, Codan Communications will ship courier ground.
Estimated Shipping	7 to 9 weeks A.R.O. with frequency designations from quotation date. Earlier partial shipments may be available. Please contact the factory or your local representative listed below.

Richard Earl

CC: COMPANY REPRESENTATIVE(S)

Regional Sales Manager

Name Rick Felt
Company Codan Radio Communications
Phone +1 253 534 5361
Email Rick.Felt@codanradio.com

Representative

Name Brian Brady
Company
Phone
Email bbrady@zetron.com

Codan's Standard Terms and Conditions of Supply and Product Warranty for all of Codan's standard products are available at <https://www.codanradio.com/terms-conditions> in adobe acrobat format. If you do not have acrobat reader, you can download it from the adobe website. If you are having difficulty viewing our Standard Terms and Conditions of Supply and Product Warranty, please call the telephone number set out in the relevant Order. All of Codan's Standard Terms and Conditions of Supply and Product Warranty apply to all Orders for the supply of Products by Codan to the Purchaser. No other terms or conditions will apply to an Order unless they have been expressly agreed to in writing and signed by a duly authorized representative of Codan.

STANDARD TERMS AND CONDITIONS OF SUPPLY – LAND MOBILE RADIO (LMR)

DICTIONARY

In the Standard Terms and Conditions of Supply, the words below have the following meanings:

\$ means CAD, unless specifically otherwise specified;

Agreement means the contract between Codan and The Purchaser as described in clauses 1.4 and 1.6;

Anything of Value includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value;

Business Day means any day except a Saturday, Sunday or public holiday in British Columbia;

CAA means the Canadian Arbitration Association of 180 Duncan Mill Road, 4th Floor, Toronto, Ontario, M3B 1Z6;

CAD means Canadian dollars;

Calendar Day means a calendar day with periods expressed in Calendar Days subject to extension if necessary to allow for public holidays in British Columbia and/or the location where the Product (if imported) is sourced as the case may be;

Catalogue means any and all catalogues of Codan products published and distributed by Codan in hard copy and electronically (including by making available for viewing through its official website) to its actual and prospective customers, setting out product details and current prices, as updated and replaced by Codan from time to time in its discretion;

Codan or Company means Daniels Electronics Ltd., dba Codan Radio Communications of 43 Erie St, Victoria, BC V8V 1P8;

Confidential Information means all information disclosed by Codan or The Purchaser and includes:

- (a) the fact that the parties will have, or are having, discussions, and the substance of those discussions;
- (b) financial information and other trade secrets and confidential know-how;
- (c) information regarding each party's business; and
- (d) all information generated by the parties which is based on the information referred to in these paragraphs (a) to (c) inclusive,

but excludes information that:

- (e) the parties create or develop (whether alone or jointly with any person) independently of the Confidential Information;
- (f) is public knowledge (otherwise than as a result of a breach of confidentiality by either party or any person to whom it has disclosed the information);
- (g) is rightfully known to, or in the possession or control of either party or any of its personnel and not subject to an obligation of confidentiality in accordance with the terms of this Agreement; or
- (h) becomes available to either party from a source other than the parties and which source has the right to use and disclose and is not bound by any obligation of confidentiality in respect of the same;

Credit Limit means the CAD value of any credit facility extended by Codan to The Purchaser;

Duties means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed but excludes any income tax;

EUR or € means the euro (the official currency of the Eurozone);

Existing Arrangements means any arrangements and agreements between Codan and The Purchaser in effect as at the date an Order is submitted, as agreed by Codan in writing;

Facilitating Payment means a payment to an individual to secure or expedite the performance of a routine government action by Government Officials;

Force Majeure Event means anything outside a party's reasonable control including, without limitation, shortages of materials, fire, storm, flood, earthquake, explosion, accident, enemy acts, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, transportation embargo or failure or delay in transportation;

Government Agency means any government or governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Government Official means:

- (a) any officer or employee of a government or any department, agency or instrument of a government (including but not limited to any Government Agency);
- (b) any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government (including but not limited to any Government Agency);
- (c) any officer or employee of a company or business owned in whole or part by a government;
- (d) any officer or employee of a public international organisation such as the World Health Organisation or United Nations;
- (e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or
- (f) any candidate for political office;

GST has the meaning it does in section 122 Part IX – Goods and Services Tax of the GST Act;

GST Act means *Excise Tax Agreement (R.S.C., 1985, c. E-15)*, as amended, varied or replaced from time to time;

Insolvency Event, in relation to The Purchaser, means any of the following events:

- (a) The Purchaser is unable to pay its creditors (or any class of them) in the ordinary course of business;
- (b) a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to The Purchaser or any of its assets;
- (c) The Purchaser enters into, or resolves to enter into, a scheme of arrangement, compromise or composition with any class of creditors;
- (d) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of The Purchaser; or
- (e) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know how, throughout the world for the full period of the rights and all renewals and extensions;

North American Product Warranty means the standard warranty set out in the document attached as Annexure A and, only if purchased, CodanCare attached as Annexure B, which is incorporated into and forms part of these Standard Terms and Conditions;

Order means an order for Products created as the result of The Purchaser's issue of a formal purchase order to Codan in hard copy or electronically (in a form agreed by Codan). Issuance of an Order (whether or not a Quotation is first issued by Codan) is deemed to constitute acceptance of these Standard Terms and Conditions by The Purchaser. In the event that a Quotation is issued by Codan, issuance of an Order is also deemed to constitute acceptance of the Quotation by The Purchaser;

Order Acknowledgement means Codan's written confirmation that an Order has been received from The Purchaser, and the Agreement brought into existence;

Order Value means the total price charged by Codan to The Purchaser for any Order, and including any amounts payable by The Purchaser and charged by Codan in accordance with clause 3.1;

Payment refers to and includes any direct or indirect offer to pay, promise to pay, authorisation of payment of, or transfer of, Anything of Value;

Perfected has the meaning given to that term in the PPSA;

PPSA means the *Personal Properties Securities Act [RSBC 1996] Chapter 359* and any regulations made under it;

Products means the products to be manufactured and/or imported by Codan for The Purchaser as listed in the Order;

Quotation or Quote means the quote, if any, issued by Codan to The Purchaser in respect of the Products to which these Standard Terms and Conditions of Supply are attached;

Registry means the register established under the PPSA;

Security Agreement has the meaning given to that term in the PPSA;

Security Interest has the meaning given to that term in the PPSA;

Supply has the same meaning it does in section 122 Part IX – Goods and Services Tax of the Excise Tax Act (R.S.C., 1985, c. E-15) and excludes any "GST-free supplies" and "input tax credits" as those terms are defined in the Excise Tax Act (R.S.C., 1985, c. E-15);



Tax or Taxes means any tax, levy, charge, impost, fee, deduction, compulsory loan or withholding (including corporate tax, personal income tax, fringe benefits tax, payroll tax, withholding tax, excise and import duties, GST, consumption tax, value added tax or any other taxes, levies or charges), which is assessed, levied, imposed or collected by any Government Agency, and includes any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any such amounts;

The Purchaser means the entity requesting that Products be supplied and sold to it by Codan by the issuance of an Order, as listed in the Quotation (if applicable); and

USD means US dollars.

STANDARD TERMS AND CONDITIONS OF SUPPLY

1. **Catalogue/Credit Offers, Quotations and Agreement**
 - 1.1 The Purchaser acknowledges and agrees:
 - (a) that the Catalogue and/or approval of a Credit Limit by Codan following a request for a credit facility received from The Purchaser in the form specified by Codan constitutes an offer by Codan to sell the Products to The Purchaser on the terms and conditions set out in these Standard Terms and Conditions of Supply, at the standard Prices for the Products set by Codan which are current on the date The Purchaser submits an Order to Codan, as notified by Codan to The Purchaser (subject always to clause 2.1 below) (**Catalogue/Credit Offer**); and
 - (b) that the Catalogue/Credit Offer may be accepted by The Purchaser at any time by submitting an Order with Codan.
 - 1.2 By submitting an Order in response to a Catalogue/Credit Offer, The Purchaser warrants and represents to Codan that:
 - (a) it has been provided with a copy of Codan's current Product Price list and that it has reviewed this list prior to submitting the Order; and
 - (b) it has read and understood these Standard Terms and Conditions of Supply prior to submitting the Order, and agrees to be bound by them in full.
 - 1.3 In addition to the Catalogue/Credit Offer, Codan may, in its discretion and following a request by The Purchaser, make an offer to The Purchaser for the sale of Products by issuing a Quotation. Unless otherwise specified in the Quotation issued by Codan to The Purchaser (if any) or agreed to in writing by Codan, all Quotations issued by Codan are valid for 30 days from the date of issue (**Acceptance Period**). The Purchaser must accept a Quotation by submitting an Order with Codan during the Acceptance Period. Any Quotation not accepted by The Purchaser during the Acceptance Period will lapse.
 - 1.4 A contract between Codan and The Purchaser for the supply by Codan, and the purchase by The Purchaser, of the Products will come into existence:
 - (a) in cases where a Quotation is issued by Codan, on the date The Purchaser accepts the Quotation by submitting a valid Order with Codan within the Acceptance Period; and
 - (b) in all other cases, on the date that The Purchaser submits a valid Order with Codan, in response to the Catalogue/Credit Offer.
 - 1.5 Codan will determine in its sole discretion whether an Order Form has been validly completed and submitted by The Purchaser.
 - 1.6 The contract will comprise:
 - (a) these Standard Terms and Conditions of Supply;
 - (b) the Quotation issued by Codan, if any;
 - (c) the Product details listed in the Order; and
 - (d) the invoice issued by Codan to The Purchaser,to the exclusion of any other terms and conditions (including but not limited to any variations to either these Standard Terms and Conditions or the terms of the Quotation or the Catalogue/Credit Offer (as applicable) purported to be made by The Purchaser in the Order) and apart from any terms, conditions or guarantees implied or provided for by applicable law which cannot lawfully be excluded. Codan may (but is not obliged to) issue an Order Acknowledgement to The Purchaser, confirming the terms of the contract.
 - 1.7 In the event of an inconsistency between any of the documents listed in clause 1.6 above, the terms of these Standard Terms and Conditions will prevail to the extent of the inconsistency, with the terms of the Quotation (if any) prevailing thereafter. To the extent of any inconsistency between the document in clause 1.6(c) and 1.6(d) above, the document described in clause 1.6(d) will prevail.
 - 1.8 Neither this Agreement nor any Order that has been submitted can be cancelled by The Purchaser except with the prior written consent of Codan.
2. **Prices**
 - 2.1 Prices specified by Codan for the Products in a Quotation or any current Product Price list issued by Codan, as applicable, are based upon the prevailing currency exchange rates generated by the Codan system. Subject to Codan deciding in its sole discretion that it would be fair and reasonable in the circumstances to do so, Codan may pass on any variation in currency exchange rates to The Purchaser in any invoice issued in accordance with clause 3.2.
 - 2.2 If a Quotation has been issued by Codan, The Purchaser acknowledges that it has been prepared by Codan on the basis of, and in reliance upon, the information provided by The Purchaser, and further acknowledges that the provision of incomplete or misleading information by The Purchaser, unforeseen circumstances, misinterpretations, variations and similar events may result in charges additional to those set out in the Quotation being payable by The Purchaser for the Products. The Purchaser agrees to pay any such additional amounts to Codan, in full.
 - 2.3 Unless otherwise expressly specified by Codan, all prices stated are exclusive of Product delivery costs and freight charges.
3. **Payment**
 - 3.1 The Purchaser is solely responsible for payment of all freight, insurance, delivery costs, Taxes and other charges levied or payable in respect of the Products, unless otherwise agreed by the parties in writing.
 - 3.2 Codan will invoice The Purchaser for the Order Value of the Order at any time following receipt of such Order.
 - 3.3 Unless otherwise stated in the Quotation the due date for payment by The Purchaser to Codan for the Order (**Due Date**) is as follows:
 - (a) 30 days from the date on which the invoice was issued, if the following conditions are satisfied at the time that the Order was submitted to Codan (i) The Purchaser has a pre-approved credit facility with Codan and (ii) the Order Value, combined with any outstanding payments due to Codan by The Purchaser at the time of the Order, fall within The Purchaser's approved Credit Limit; and
 - (b) in all other cases, payment is immediately due at the time that The Purchaser places the Order with Codan.
 - 3.4 If The Purchaser fails to make any payment by the Due Date, then, without prejudice to any other right or remedy available to Codan, Codan may, in its sole discretion elect to:
 - (a) suspend any further deliveries to The Purchaser arising from the Order;
 - (b) cancel the Order for Products not yet supplied to The Purchaser in whole or in part by Codan;
 - (c) enter the property of The Purchaser in order to repossess the Products;
 - (d) appoint a receiver or receiver and manager to do anything the law allows a receiver or receiver and manager to do;
 - (e) charge The Purchaser interest (both before and after any judgement) on the unpaid amount at the rate of 10% per annum until payment is made in full; and/or
 - (f) withdraw any Credit Limits or credit facilities previously approved and extended to The Purchaser.
4. **Delivery**
 - 4.1 Unless otherwise stated in any Order Acknowledgement issued by Codan to The Purchaser, Codan will deliver the Products to The Purchaser in the manner (i) specified in the Order or (ii) if a Quotation has been issued, in the manner specified in the Quotation, regardless of what is stated in the Order submitted by The Purchaser.
 - 4.2 Codan will use its reasonable endeavours to deliver the Products described in the Order on the delivery date requested by The Purchaser.
 - 4.3 Risk of damage to or destruction or loss of the Products will pass to The Purchaser at the time of delivery to The Purchaser or its nominated carrier, as appropriate.
 - 4.4 Notwithstanding delivery and the passing of risk in the Products, the parties acknowledge and agree that the title to, and property and ownership of, the Products supplied under this Agreement will not pass to The Purchaser until Codan has received, in cleared funds, payment in full for the Products and

any other sums which are or may become due to Codan under this Agreement or any other agreement or arrangement between the parties.

4.5 Until such time as full title, property and ownership of the Products passes to The Purchaser in accordance with clause 4.4, and while the Products remain in The Purchaser's full control and possession:

- (a) The Purchaser must hold the Products as Codan's fiduciary agent and bailee;
- (b) The Purchaser must keep the Products properly stored, protected and insured;
- (c) Codan may at any time after payment is overdue require The Purchaser to deliver up the Products to Codan and, if The Purchaser fails to deliver up the Products immediately, Codan may enter the premises of The Purchaser or any third party where the Products are stored and repossess them; and
- (d) The Purchaser must not pledge or in any way charge by way of security for any indebtedness, any of the Products which remain the property of Codan. If The Purchaser does pledge or in any way charge by way of security for any indebtedness any of the Products for which property and ownership has not passed to The Purchaser, all moneys owing by The Purchaser to Codan will (without prejudice to any other right or remedy of Codan) immediately become due and payable to Codan.

5. PPSA

5.1 The Purchaser acknowledges that until such time as full title, property and ownership of the Products passes to The Purchaser under clause 4.4, this Agreement constitutes a Security Agreement for the purposes of the PPSA, and Codan has a Security Interest in the Products.

5.2 Without limiting clause 17.6, The Purchaser agrees to do such things as Codan may require from time to time to ensure that any Security Interest of Codan arising from or connected with this Agreement is Perfected under the PPSA for whatever period Codan determines in its sole discretion, including signing documents and providing Codan with all further information required to enable Codan to register its Security Interests on the Registry, and to otherwise protect Codan's position under the PPSA. The Purchaser must keep Codan fully informed of all relevant information regarding it and its activities, including by providing not less than 14 days notice in writing of any proposed change in its name or contact details, and immediately advising Codan of material changes in its business activities.

5.3 The Purchaser agrees to indemnify Codan for all expenses incurred by Codan in registering its Security Interests on the Registry, and will reimburse Codan for all such expenses immediately upon demand.

5.4 The Purchaser waives its rights under section 43 of the PPSA to receive a notice in relation to the registration events to which section 43(15) of the PPSA applies, including without limitation, the right to receive a copy of a verification statement confirming registration of a financing statement or financing change statement relating to the Security Interest created by this Agreement.

5.5 The Purchaser agrees that nothing in sections 32(1), 36, 37, 58(3)(4)(5), 59, 60 or 62 of the PPSA will apply to this Agreement or any Security Interest in the Products created by this Agreement, and waives its rights to receive any of the following documents:

- (a) a notice of removal of an accession under section 38(12) of the PPSA;
- (b) a notice of an intention to seize collateral under section 58(2)(e) of the PPSA;
- (c) a notice of a disposal of collateral under section 59 of the PPSA;
- (d) any information under section 18 of the PPSA;
- (e) any notice from Codan under each of the provisions listed in section 72 of the PPSA.

6. The Purchaser's Obligations

6.1 Codan and The Purchaser agree that The Purchaser:

- (a) is solely responsible for consideration and validation of Product designs and Product functionality, to confirm suitability for particular applications, as desired by The Purchaser;
- (b) must advise Codan of all statutory, regulatory and other official standards and/or requirements which the Product must comply with, at the time of submitting the Order to Codan and immediately upon becoming aware of these at any other time; and

(c) must provide Codan with any other information which Codan may request in respect of the intended application/use of the Products.

7. Warranty

7.1 Codan agrees to provide the North American Product Warranty as set out in Annexure A in respect of the Products and as set out in Annexure B (CodanCare) if purchased.

7.2 The North American Product Warranty will not apply in the event of termination of this Agreement by Codan pursuant to clauses 12.4, 13.3 or 15.3.

8. Exclusion and Limitations of Liability

8.1 The Purchaser acknowledges and agrees that notwithstanding clause 4.2, any delivery dates quoted by Codan for delivery of the Products are approximate only, and will not be binding upon Codan.

8.2 Codan does not exclude or limit the application of any provision of any applicable statute, legislation or other regulation where to do so would contravene that statute, legislation or regulation or cause any part of this clause to be void and nothing in this Agreement is to be interpreted as doing so.

8.3 Subject always to clause 8.2, to the extent permitted by law Codan excludes from this Agreement:

- (a) all conditions, warranties, guarantees and terms implied by statute, general law, international convention or custom, except any implied term, condition, guarantee or warranty the exclusion of which would contravene any statute or cause this clause to be void (**Non-excludable Condition**);
- (b) all liability to The Purchaser for consequential or indirect damages arising out of or in connection with this Agreement even if Codan knew they were possible, or they were otherwise reasonably foreseeable, and including without limitation, loss of profits and damage suffered as a result of claims by any third person, such as a customer of The Purchaser; and
- (c) all liability to The Purchaser in negligence for acts or omissions of Codan, its employees, agents and contractors arising out of or in connection with this Agreement.

8.4 To the extent permitted by law, Codan will not be responsible for any consequences of any modification to the Products (whether or not authorised) or for any loss, damage or claim arising from such actions. The Purchaser agrees to indemnify, defend and hold harmless Codan against any and all claims, demands, suits, causes of action, damages and legal fees (on a solicitor-own client basis) or expenses or costs whatsoever arising, directly or indirectly, from any modification of the Products, and unconditionally frees, releases and discharges Codan and its officers, agents, contractors and employees from any claim or cause of action arising in connection with such matters, to the fullest extent permitted by applicable law.

8.5 To the extent permitted by law, Codan will not be liable or otherwise responsible for any loss, accident, damage or injury arising in connection with The Products, or any failure of the Products to operate in the manner required by The Purchaser, whether or not caused by a defect or fault in the Products or due to Codan's negligence. The Purchaser unconditionally frees, releases and discharges Codan and its officers, agents, contractors and employees from any claim or cause of action arising in connection with the use of the Products by The Purchaser, to the fullest extent permitted by applicable law.

8.6 To the extent permitted by law, Codan's liability to The Purchaser for breach of any Non-excludable Condition which is applicable is limited to any one of, at Codan's option, repairing or replacing the Products in respect of which the breach occurred, supplying equivalent products, payment of the cost of replacing the Products or acquiring equivalent products, or payment of the cost of having the Products repaired.

8.7 Notwithstanding anything to the contrary in this Agreement, and to the extent permitted by law, Codan's maximum liability to The Purchaser for any cause of action or claim in connection with the Products or this Agreement shall be limited to a total aggregate amount equal to the Order Value of the Order in connection with which the cause of action or claim arose.

9. Intellectual Property

9.1 The Purchaser expressly acknowledges and agrees that Codan is the sole proprietor and owner of all existing and future Intellectual Property Rights associated with the Products (including all modifications and improvements), and that this Agreement does not grant or transfer to it any rights to the Intellectual Property Rights associated with the Products.

9.2 The Purchaser must not copy, reverse engineer, improve, enhance, develop, refine, modify or otherwise alter any aspect of the Products or any Intellectual Property Rights associated with the Products, or permit or assist a third party to undertake any of these actions.

9.3 Notwithstanding anything to the contrary in this Agreement, The Purchaser acknowledges and agrees that Codan will own all rights in any improvements, enhancements developments, modifications or refinements to the Products or associated Intellectual Property Rights developed or created by The Purchaser, and The Purchaser will have no claim to such materials. The Purchaser agrees that it will execute, procure and deliver to Codan all assignments required to give effect to this clause 9.3, and hereby waives any and all rights to any such improvements, developments, enhancements modifications or refinements.

10. Confidentiality

10.1 Each party:

- (a) may use Confidential Information of the other party solely for the purposes of this Agreement;
- (b) must keep confidential all Confidential Information of the other party; and
- (c) may disclose Confidential Information of the other party only to (i) employees and contractors who (A) are aware and agree that the Confidential Information of the other party must be kept confidential and (B) either have a need to know (and only to the extent that each has a need to know), or have been specifically approved by the other party, or (ii) as required by law or stock exchange regulation.

10.2 Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

11. Taxes and Government Charges

11.1 The amounts payable by The Purchaser to Codan for, or in connection with this Agreement do not include any amounts on account of Taxes and Duties. The Purchaser shall be solely liable for and shall pay, when due and payable, all Taxes and Duties which may be imposed in relation to the Products, or which is assessed or chargeable in respect of this Agreement and any associated documents or transactions.

11.2 The Purchaser agrees to indemnify Codan in respect of any liability for Taxes and Duties, and shall pay any Taxes and Duties notified to it by Codan immediately upon request. The Purchaser must provide Codan with all necessary tax invoices, receipts and other documentation as required by Codan in accordance with applicable laws, legislation and regulations.

11.3 In the case of GST payable in Canada, if applicable, The Purchaser must pay to Codan an additional amount on account of GST equal to the amounts payable by The Purchaser for the Supply multiplied by the prevailing GST rate. Notwithstanding anything to the contrary in this clause, The Purchaser is not required to pay any additional GST amount until such time as The Purchaser has been provided with a tax invoice by Codan, which is in an approved form for GST purposes.

11.4 The additional amounts due to Codan on account of Taxes and Duties are payable at the same time and in the same manner as the price and any other amounts payable by The Purchaser are required to be paid to Codan under this Agreement.

12. Government Approvals

12.1 Codan agrees, at its cost, to use its reasonable endeavours to obtain all necessary export licences, clearances and other consents and approvals from Government Agencies which are necessary for the sale and supply/export of the Products to The Purchaser. The Purchaser agrees to complete and provide to Codan any documentation required by Codan to obtain any required approvals and consents.

12.2 The parties agree that Codan's obligations under this Agreement are conditional upon Codan being issued all necessary export licences, clearances and other consents and approvals by the relevant Government Agencies. In the event that Codan is unable to secure all necessary licences, clearances, permits, approvals and other necessary consents from appropriate Government Agencies, Codan shall be entitled to immediately terminate this Agreement by written notice, and Codan shall not be required to supply the Products to The Purchaser. In no circumstances shall Codan be liable to The Purchaser or any other person for any loss or damage (including without limitation indirect or consequential loss or loss of profits) arising in

connection with Codan's failure to obtain any necessary documentation from Government Agencies required for the sale and supply/export of the Products to The Purchaser, or the termination of this Agreement pursuant to this clause 12.2, and The Purchaser unconditionally frees, releases and discharges Codan and its officers, agents, contractors and employees from any claim or cause of action arising in connection with Codan's failure to obtain any export licence, clearances and other necessary consents and approvals from appropriate Government Agencies.

12.3 The Purchaser is solely responsible, at its sole cost and expense, for ensuring that the Products meet the requirements of any country into which they are imported, and must obtain and maintain any necessary import licences and permits, and all other clearances and consents from Government Agencies required for the acquisition and use of the Products by The Purchaser (including but not limited to customs approvals and clearances). Codan shall supply The Purchaser with any documents reasonably requested by The Purchaser for the purposes of complying with its obligations under this clause 12.3.

12.4 Codan may at any time require that The Purchaser supply it with copies of licences, permits, clearances and approvals issued by Government Agencies and obtained by The Purchaser as required by clause 12.3, and The Purchaser agrees to immediately comply with any such request. If at any time Codan becomes aware that The Purchaser has failed to comply with its obligations under clause 12.3, it may immediately terminate this Agreement by written notice, and all outstanding amounts shall become immediately due and payable by The Purchaser. The Purchaser agrees to indemnify, defend and hold harmless Codan against any and all claims, demands, suits, causes of action, damages and legal fees (on a solicitor-own client basis) or expenses or costs whatsoever arising, directly or indirectly, from any failure by The Purchaser to comply with its obligations under clauses 12.3 or 12.4.

13. Anti-Bribery and Corruption Requirements

13.1 It is a material term of this Agreement that The Purchaser must comply with the following:

- (a) The Purchaser must comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws of the territory in which The Purchaser conducts business with Codan.
- (b) The Purchaser must not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly promise, authorise, ratify, offer to make or make, or take any action, in furtherance of any Payment of Anything of Value to any individual, or to an intermediary for payment to any individual, including a Government Official, for the purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist The Purchaser or Codan in obtaining or retaining business.
- (c) The Purchaser must not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly promise, authorise, ratify or offer to make or make any Facilitating Payment to any individual, or to an intermediary for payment to any individual, including a Government Official.
- (d) The Purchaser must not contact, or otherwise meet with any Government Official with respect to any transactions required under this Agreement, without the prior written approval of Codan and, when requested by Codan, only in the presence of a Codan designated representative.
- (e) The Purchaser represents that it has not been convicted of or pleaded guilty to a criminal offence, involving fraud or corruption; that it is not now, to the best of its knowledge, the subject of any government investigation for such offences, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.
- (f) The Purchaser represents and warrants that except as disclosed in writing:
 - (i) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and
 - (ii) it will maintain arms length relations with all third parties (including Government Officials) with which it deals for or on behalf of Codan or in the performance of this Agreement.



- 13.2 The Purchaser agrees that Codan may make full disclosure of information relating to a possible violation of the terms of this clause 13 at any time and for any reason to any competent government bodies and its agencies (including Government Agencies), and to whomsoever Codan determines in good faith has a legitimate need to know.
- 13.3 Codan will be entitled to terminate this Agreement (without payment of compensation to The Purchaser) immediately on written notice to The Purchaser, if The Purchaser fails to perform its obligations in accordance with the terms of this clause 13. Codan will not be responsible or liable for any loss or damages whatsoever arising from or in connection with this clause 13, whether sustained by The Purchaser or any other party.
- 14. Insurance**
- 14.1 The Purchaser must take out and maintain at all times, with reputable insurers, valid and enforceable insurance policies in respect of the following:
- (a) product and public liability insurance, for an amount not less than \$10 million per incident or event;
 - (b) all necessary statutory workers compensation insurance; and
 - (c) such other risks that a reasonable, prudent person carrying on the business of The Purchaser would be likely to insure against.
- 15. Termination**
- 15.1 Codan may terminate this Agreement with immediate effect by written notice to The Purchaser if:
- (a) The Purchaser is the subject of an Insolvency Event; or
 - (b) at the time of termination, a Force Majeure Event has persisted for greater than 40 Business Days.
- 15.2 The Purchaser may terminate this Agreement with immediate effect by written notice to Codan if Codan breaches any material term of this Agreement, which is capable of remedy, and fails to remedy the breach within 20 Business Days after receiving a notice requiring it to do so.
- 15.3 Without limiting Codan's other rights under this Agreement, Codan may terminate this Agreement with immediate effect by written notice to The Purchaser if:
- (a) The Purchaser breaches any term of this Agreement, which is capable of remedy, and fails to remedy the breach within 20 Business Days after receiving a notice requiring it to do so;
 - (b) The Purchaser breaches any term of this Agreement and such breach is not capable of remedy; or
 - (c) The Purchaser repeatedly breaches any term of this Agreement and, within 20 Business Days after receiving a notice requiring it to do so, fails to satisfy Codan that a breach of that term will not recur.
- 15.4 Termination of this Agreement will not affect any accrued rights or remedies a party may have as at the date of termination, unless explicitly stated otherwise in this Agreement.
- 16. Dispute Resolution**
- 16.1 A party will not commence arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement (**Dispute**) unless it has complied with this clause.
- 16.2 A party claiming that a Dispute has arisen will notify the other party of the Dispute in writing.
- 16.3 Each party to the Dispute will ensure that during the 30 Calendar Day period after a notice is given under clause 16.2 (or a longer period agreed between the parties) the chief executive officers (or equivalents) of the parties will use their best reasonable endeavours to resolve the dispute in good faith.
- 16.4 If after fourteen (14) days the parties are unable to resolve the Dispute under clause 16.3, the parties will attempt to settle the dispute by mediation conducted in accordance with the Commercial Mediation Guidelines of the CAA.
- 16.5 The parties shall attempt to agree on the appointment of a mediator for the purposes of mediation of the Dispute pursuant to clause 16.4, and if the parties cannot agree on the identity of a mediator within seven (7) Calendar Days, the mediator will be appointed by CAA within seven (7) Calendar Days thereafter. Mediation will be held within seven (7) Calendar Days of the appointment of the mediator.
- 16.6 Each party will bear its own costs of resolving a Dispute under this clause 16, and will bear equally the costs of any mediator required to be engaged.
- 16.7 If mediation does not proceed within the timetable set out in clauses 16.4 and 16.5, or is not successful in resolving the Dispute, the parties will be entitled to terminate the Dispute resolution process by giving notice in writing to all other parties and commence arbitration or court proceedings in respect of the Dispute. Nothing in this clause 16 prevents a party from seeking urgent interlocutory relief.
- 16.8 Nothing in this clause 16 prevents or limits The Purchaser from exercising its rights and requiring remedies from Codan in respect of a breach of a Non-Excludable Condition (subject always to clause 8 above).
- 17. Miscellaneous**
- 17.1 *Interpretation* - In these Standard Terms and Conditions of Supply:
- (a) the singular includes the plural and vice versa;
 - (b) the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to international treaty, intergovernmental body, or government authority and other official authority;
 - (c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
 - (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
 - (e) headings are inserted for convenience and do not affect the interpretation of these Standard Terms and Conditions of Supply.
- 17.2 *Survival* - The provisions of clauses 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 16 and 17 of these Standard Terms and Conditions of Supply survive the expiry or termination of this Agreement.
- 17.3 *Force Majeure* - If a Force Majeure Event precludes Codan from partially or wholly complying with its obligations under this Agreement then:
- (a) as soon as reasonably practicable after that Force Majeure Event arises, Codan must notify The Purchaser of the Force Majeure Event, and Codan's obligation to perform in accordance with this Agreement will be suspended for the duration of the actual delay arising directly out of the Force Majeure Event or 40 Business Days, whichever is shorter, provided that Codan does everything reasonably possible to mitigate the effects of the Force Majeure Event.
 - (b) If a Force Majeure Event persists for greater than 40 Business Days, Codan shall be entitled to terminate this Agreement in accordance with clause 15.1(b).
- 17.4 *Governing Law* - This Agreement will be governed by and construed in accordance with the laws applicable in British Columbia. The parties submit to the exclusive jurisdiction of the courts of British Columbia in respect of matters arising out of or in connection with this Agreement (including Disputes). The parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* (adopted at Vienna, Austria on 10 April 1980) (including as incorporated into British Columbia law by the *International Sale of Goods Act* [RSBC 1996] Chapter 236) will not apply to this Agreement.
- 17.5 *No Assignment* - The Purchaser must not assign or otherwise deal with its rights and obligations under this Agreement without the prior written approval of Codan, to be provided by Codan in its reasonable discretion.
- 17.6 *Further Action* - Each party must (a) do all acts necessary or desirable to give full effect to this Agreement, and (b) refrain from doing anything which might prevent full effect being given to this Agreement.
- 17.7 *Variation* - A variation or modification of this Agreement must be in writing and signed by an authorised representative of each party.
- 17.8 *Severability* - If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.
- 17.9 *No Waiver* - No waiver by a party of any breach of this Agreement by another party shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 17.10 *Entire Agreement* - This Agreement constitutes the entire agreement between the parties about its subject matter (without limiting clause 8.2 in any way) and subject to the remainder of this clause, supersedes all previous representations, understandings and agreements in connection with that subject matter. This Agreement overrides any terms for the sale and supply



of Products tendered to Codan by The Purchaser, irrespective of whether such terms are tendered before or subsequent to the date of the Order. However, the parties agree that the Existing Arrangements continue in full force and effect, and that nothing in this document supersedes, alters or otherwise affects the Existing Arrangements. In the event of an inconsistency between the obligations of the Parties under this Agreement and any Existing Arrangements, the Existing Arrangements prevail to the extent necessary.

17.11 *Relationship* - The relationship between the parties is and will remain that of independent contractors, and nothing in this document constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

17.12 *Notices* – Notices by a party must be delivered by (i) prepaid post (ii) facsimile or (iii) hand, and sent to the address of the receiving party specified in the Order. Notices shall be deemed to have been received by hand upon delivery, by post within two (2) Business Days of sending and by facsimile upon receipt of a successful transmission report.

Standard Terms and Conditions of Supply – Annexure A
North American Land Mobile Radio (LMR) Product Warranty provided by Codan

Codan Limited (“Codan”), and its subsidiaries, warrants that commencing from the date of shipment to the original purchaser or purchasing organization (“Customer”), and continuing for a period of three (3) years for Codan branded LMR products or one (1) year for non-Codan branded products purchased through Codan:

Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Codan is set forth on the packaging material in which the Product is shipped.

Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. In no event does Codan warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

This limited warranty extends only to the original Customer of the Product as assigned at time of purchase. Customer’s sole and exclusive remedy and the entire liability of Codan and its suppliers under this limited warranty will be, at Codan’s sole discretion, shipment of a replacement within the warranty period according to the replacement process described in Return Material Authorization (RMA) procedures, or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Codan replacement parts used in Hardware replacement may be new or suitable alternatives. Codan’s obligations hereunder are conditioned upon the return of affected Hardware in accordance with Codan’s or its service center’s then-current RMA procedures.

Exclusions. The above Hardware warranty and limited warranty in the End User License Agreement (“Software warranty”) does not apply if the Software, Hardware Product or any other equipment upon which the Software is authorized by Codan to be used (a) has been altered, except by Codan or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Codan, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, (d) is licensed for beta, evaluation, testing or demonstration purposes; (e) custom work; or (f) is a battery or other consumable.

The Software warranty also does not apply to (a) any temporary Software modules; (b) any Software not posted on Codan’s website (on Codan.com, codanradio.com or codancommunications.com URL(s) where Codan makes the Software publicly available to licensed customers); (c) any Software that Codan expressly provides on an “AS IS” basis on Codan’s website; (d) custom work; or (e) any Software for which Codan does not receive a license fee.

(a) **DISCLAIMER OF WARRANTY**

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CODAN, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose

IN NO EVENT WILL CODAN OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF CODAN OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Codan's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.



Standard Terms and Conditions of Supply – Annexure B
North American Land Mobile Radio (LMR) CodanCare Service Plan provided by Codan

Inclusive of all provisions noted in the “Standard Terms and Conditions of Supply – Annexure A” and the “Standard Terms and Conditions of Supply – Land Mobile Radio (LMR)” Customer has the option to purchase a CodanCare Service Plan adhering to the following terms and conditions.

1 Services and Add-Ons.

The following Services are included and Add-ons are available under the CodanCare Service Plan. The Services are defined in these Terms and Conditions.

CodanCare Services	
Helpdesk Support 8 AM to 8 PM EST M-F	Alerts to Codan updates
Codan Repair for Manufacturer Defect	Troubleshooting of 3 rd Party Technology
Priority Troubleshooting	Factory Training Session with 3+ year Plan
Free Round-trip RMA Shipping	Savings on CodanCare Service Plans
Configuration Version Management	Savings on System Upgrades
Upgrades to Software Features	Phone-based Setup & Configuration Assistance
Discounts on Services	
CodanCare Add-Ons	
On-site Preventive Maintenance	On-site Troubleshooting
24/7 Helpdesk Support	Information Assurance Security Patching
Advanced RMA	

2 Agreement. This Service Plan governs Codan’s provision of extended warranty and maintenance services to You for the Covered Products(s) during normal usage for the Term. This Service Plan includes the services Codan provided under its Standard Warranty covering Your Products. The Service Plan does not replace Codan’s Standard Warranty, but provides certain additional benefits during the Term. The Service Plan will take effect and continue until terminated as set forth when purchased by You.

3 Definitions.

- (a) “Declared Emergency” shall be defined as an emergency event declared by You in which there is a support event determined not to be the fault of Codan.. Declared Emergencies fall outside of the CodanCare Extended Warranty and Maintenance Service Plan and are chargeable in accordance with the Agreement.
- (b) “Maintenance Releases” are new Software versions that Codan distributes to correct errors or provide other minor enhancements to the Software.
- (c) “New Releases” are major modifications or enhancements of the Software’s existing features or functionality.
- (d) “Products” are the Products per subject order as tracked by You and Codan or by system name for which CodanCare has been purchased.
- (e) “Service Plan” is these Terms and Conditions
- (f) “Services” are the maintenance and support services Codan provides under this Service Plan.
- (g) “You”, “Your” means the individual or entity who purchased this Service Plan or the individual or entity to whom this Service Plan was properly transferred in accordance with these Terms and Conditions.



4 Covered Products. Products covered under this Service Plan are per subject order as tracked by customer and Codan or by system name for which CodanCare has been purchased. You may include under this Service Plan Products already covered under Codan's Standard Warranty, if CodanCare is purchased, in which case the Fees will include the additional Products.

5 Services

5.1 Scope

- (a) Subject to the terms in this Service Plan, Codan will use commercially reasonable efforts to ensure that all Products substantially conform to their specifications and that those Products are free from defects in materials, functionality and workmanship.
- (b) Codan will serve as Your primary point-of-contact for radio system support services.
- (c) Codan will provide remote or (if purchased) on-site Services and will furnish labor and parts required to repair defects or normal wear to restore the Products to operating condition in accordance to this Service Plan.

5.2 RF Hardware

- (a) Codan will provide all remote or on-site hardware Services for its Products. You agree to send Products that cannot be repaired remotely to Codan for evaluation. If you do not have a spare Product to use during the repair, Codan will send you an Advanced Replacement Product on an expedited basis. You must obtain a Return Material Authorization ("RMA") number from Codan before shipping defective equipment to Codan. The RMA process and form are set forth in Schedule A.
- (b) Codan's Advanced Board Repair/Exchange Service expedites Product repair and replacement. Upon receipt of defective Product at Codan's factory, Codan will repair the Product within three (3) business days and return it to You by overnight courier. In the interim, Codan will make best efforts to provide You with an Advanced Replacement Product if any on-site Spares have been consumed or are in the possession of, or in transit to, Codan.

5.3 Computer Hardware

- (a) Computer Hardware means the computer servers provided to operate the System's main switch components.
- (b) An upgrade of Computer Hardware may be required at Your expense to keep Computer Hardware current during the Term.

5.4 Software

- (a) Codan will provide Software updates to You on an as-released basis. Non-critical upgrades may be limited or delayed to avoid unnecessary interruptions of service.
- (b) Codan will provide upgrades remotely when possible or on-site at Codan's option.
- (c) Codan will provide You with Maintenance Releases and New Releases at no additional charge.
- (d) You are required to remain up to date on all installed modules of Software. Codan, in its sole discretion, may provide Services for prior releases. Codan will notify You of any new release availability.



6 Fees.

6.1 Fees and Payment. You agree to pay Codan the charges as negotiated. You agree to pay all taxes assessed or arising out of the Services provided under this Service Plan. The price for the Services excludes any charges or expenses associated with helicopter or other unusual access requirements if Services are to be performed on-site at Your facilities; if Codan must incur these charges to perform the Services, You agree to reimburse Codan for those charges and expenses. Codan will obtain Your prior approval before incurring any such expenses or costs.

6.2 Initial Products. For the initial Product purchase You will be covered by the standard product warranty. The start date for the warranty period shall be defined in the purchase agreement. When CodanCare is purchased, each year Codan will invoice You the prorated amount annually in advance for each payment period. The invoice date will be the anniversary of the start of the warranty period. Payment is due and payable 30 (thirty) days after Your receipt of Codan's invoice. Codan may cease to provide Services if payment is not timely received. All prices are in US dollars.

6.3 Additional Products. For any additional Product purchases made during the term of this Service Plan, those Products come with one standard product warranty. You may elect to upgrade the standard warranty terms to match those in this Service Plan. If an upgrade is purchased, the end of the maintenance and support obligations of additional Products shall be co-terminous with the initial Products in this Service Plan. Prorated amounts will be charged to achieve a co-terminous date in the first year of Maintenance.

7 Customer Responsibilities. You agree to do the following:

- (a) Provide a technical point of contact to confirm status of the Codan network, existing backhaul, and other existing systems during phone support situations.
- (b) Provide remote VPN (IP) access to Your system for support and maintenance purposes if requested and if appropriate.
- (c) Provide onsite technician support when problem resolution identifies a routine module swap from on-site spares inventory.
- (d) Optional: Ensure all Your on-site technicians attend Codan product training.
- (e) Optional: Send any new technicians to the Codan factory for factory-certified product training, at Your expense, and at the then-prevailing rates.
- (f) Make best efforts to ensure any spare Product used are replaced in timely fashion. Non-functioning Products shall be shipped to Codan following the RMA process within one week.
- (g) You acknowledge and agree that in order for Codan to provide Services under this Service Plan, You must provide Codan at Your expense: (a) remote access capability; (b) appropriate access to the system(s); provided that access to such data will be used exclusively for technical support purposes and will be subject to Codan's obligations to protect proprietary information as set forth in the Service Plan. You will cooperate fully with Codan's request for information, personnel and time necessary to provide technical support for remote access.

8 Exclusions. This Service Plan does not cover the following items:

- (a) Services You request in response to a Declared Emergency are beyond the scope of this Service Plan and are provided at additional charge.
- (b) Response times are not enforceable during inclement weather and circumstances outside of Codan's control.
- (c) Damage or failure due to misuse, neglect, or accident caused by non-Codan personnel.
- (d) Damage or failure due to natural causes such as lightning, fire or floods, or damage such as power surges and/or transients.
- (e) Damage caused by improper configuration or installation completed by non-Codan personnel.



- (f) On-site or remote support for faults identified within and/or outages due to “existing equipment”. Reimbursement of expenses may be requested at Codan’s discretion.
- (g) Products not purchased from Codan.
- (h) Batteries are limited to 1-year replacement from the manufacture date.
- (i) Pre-Existing Elements: Codan will not be responsible for failure or non-performance of any pre-existing materials and/or system elements. This includes, but is not limited to:

Antennas	Power systems, including back-up
Feedlines	Heating, Ventilation & Air Conditioning systems
Multicouplers & filters	Backhaul network

- (j) Additional onsite services are provided at an additional charge.
- (k) Professional Services for implementation of New Releases are beyond the scope of this Service Plan and are provided at additional charge.
- (l) Services resulting from: (i) Your failure to use the Software in accordance with the Documentation; (ii) modification of the Software or a change in its environment that is not expressly authorized in writing by Codan; (iii) Your failure to use Maintenance Releases or corrections previously provided by Codan; (iv) malfunction of third party equipment or software; (v) Errors as defined in the Support Guide; or (vi) any other cause within Your control.

9 Time and Place of Services

9.1 When Services are provided on-site, if the on-site troubleshooting option is purchased, at Your location as required, You will provide Codan, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Products. Waivers of liability from Codan or its subcontractors will not be imposed as an on-site access requirement. You will provide all information pertaining to the hardware and software elements of any system with which the Products is interfacing so that Codan can perform its Services.

9.2 Hours of non-emergency service will be 8:00 a.m. to 5:00 p.m., EST, excluding weekends and holidays.



**Schedule A
RMA Form**

CODAN COMMUNICATIONS
43 ERIE ST.
VICTORIA BC
CANADA, V8V 1P8
www.codancomms.com/lmr

Toll Free Phone (U.S. & Canada): 1-800-664-4066
Toll Free Fax (U.S. & Canada): 1-877-750-0004
Phone (outside U.S. & Canada): 1-250-382-8268
Fax (outside U.S. & Canada): 1-250-382-6139
Email: lmrservice@codanradio.com

You must:

1. Include the RMA number inside the box(s)
2. Include a detailed description of the problem(s) and/or required retrofit(s), including the **return address** and the **billing address** for non-warranty work.
3. Place a packing list detailing the contents on the **outside** of the box.
4. Display the **SHIP TO** and the **SHIP FROM address** on the **outside** of the box.
5. Write clearly **"COUNTRY OF ORIGIN IS CANADA"** and **"RMA# XXXX"** on the **outside** of the box.

RMA Shipping Address:

Codan Communications
c/o The Victoria Clipper
2701 Alaskan Way, Pier 69
Seattle, WA 98121

Important Notes:

Non-Warranty repairs are performed on a labor plus parts and shipping basis.

Shipment of equipment to Codan Communications for repair will be considered by Codan to be authorization to repair the unit using the most cost effective means possible (including replacement).

To avoid shipping damage when returning subracks with modules installed, ensure that all spaces are filled. Either use blank panels to fill any empty spaces or remove all modules and package modules and subrack separately.

No fault found RMAs will be subject to a minimum 1 hour Labour charge. This applies to both warranty and non-warranty equipment.

It is possible Product will need to be returned to a factory default configuration in order to properly repair and test; therefore it is the responsibility of the customer to save and or record all custom settings and configurations.



AGENDA ITEM SUMMARY

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

4
1/3/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** 01/03/2022

REGULAR AGENDA ☒ **Meeting Date:** 01/11/2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.21.002 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

2022 STOP Violence Against Women Formula Grant Amendment. 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 2022 Budget.

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

Approve and sign the Face Sheet. Please return to the Prosecuting Attorney's Office to my attention.

County Official signature & print name: Mark Nink

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 12/22/2021

- * 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)

STOP Grant 2022 Agenda Item Summary
Revised: 3-04-2019

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



17.21.002

Interagency Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services and Housing Division

For

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

Start date: January 1, 2022

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FACE SHEET

Grant Number: F21-31103-039

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2021 Violence Against Women STOP Grant Program**

1. Grantee Clallam, County Of 223 E 4 th St Ste 3, Port Angeles, WA 98362		2. Grantee Doing Business As (optional) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Christi Wojnowski Manager of Administration & Support Phone: (360) 417-2297 Email: cwojnowski@co.clallam.wa.us		4. COMMERCE Representative Cheryl Rasch Program Coordinator Phone: (360) 725-2870 cheryl.rasch@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 01/01/2022	8. End Date 12/31/2022
9. Federal Funds (as applicable)	Federal Agency Department of Justice, OVW	CFDA Number 16.588	Indirect Cost Rate N/A
10. Tax ID # N/A	11. SWV # SWV0000200-12	12. UBI # 601639015	13. DUNS # 075739235
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 and warrant they are authorized to bind their respective agencies. 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 – Certification Form – Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment E – Scope of Work; Attachment F – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.			
FOR GRANTEE _____ Signature ~~Mark Nichols~~ _____ Name ~~Prosecuting Attorney~~ _____ Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019 APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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: 09/13/2021

Federal Award Identification Number (FAIN): 15JOVW-21-GG-0058-MUMU

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

Total amount of federal award 15JOVW-21-GG-0058-MUMU funding in this Grant: \$16,417.00

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

"This project was supported by Subgrant No. **F21-31103-039** 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 and Housing Division, Washington State Department of Commerce.

3. 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 OMB Super Circular 2 C.F.R. 200.501, 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 auditreview@commerce.wa.gov.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE. 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 Cheryl Rasch, Program Coordinator, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, Washington 98504-2525. Invoices can also be submitted electronically by email to cheryl.rasch@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made via electronic funds transfer.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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 Grant 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, Grants Financial Guide, which can be found at <https://www.justice.gov/ovw/page/file/1116786/download>.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, 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.

5. 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 E – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment F – 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 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.

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>.

6. 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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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 training volunteers. 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>.

7. DEBARMENT

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. 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;
 3. 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
 4. 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

1. 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.
2. 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.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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.

8. 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

9. 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.

10. 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 up to ten (10) percent of modified total direct costs (MTDC) may be used.

11. 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.

12. 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. 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.

13. 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.

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14. 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 to work for or against ballot measures or for or against the candidacy of any person for public office.

15. 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, 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

16. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government 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:
 1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 3. Positive efforts shall be made to use small and minority-owned businesses.
 4. 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.
 5. 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.
 6. Some form of price or cost analysis should be performed in connection with every procurement action.
 7. Procurement records and files for purchases shall include all of the following:
 - a. Contractor selection or rejection.
 - b. The basis for the cost or price.
 - c. Justification for lack of competitive bids if offers are not obtained.

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8. 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. The Grantee and Subgrantees 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 contract 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.

17. 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, 2023** (for the performance period January 1, 2022 through December 31, 2022). The Grantee shall maintain documentation and records that support the progress report.

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

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take 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. Grantees 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.

19. 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.

20. 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 subcontractors and the portion of grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

21. 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.

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22. 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
- Face Sheet
- Special Terms and Conditions
- Attachment A – Certification of Compliance with Federal Regulations
- Attachment B – U.S. Department of Justice Certified Standard Assurances
- Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
- Attachment D – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment E – Scope of Work
- Attachment F – Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

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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 Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, 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. "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.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee" 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 with the Grantee. The terms "subgrantee" and "subcontractors" mean subgrantee(s) in any tier.

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 Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. 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

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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 twenty-four (24) hours 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 Grant, it shall be determined by a Dispute Board in the following manner: Each party to this Grant 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, Grant 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.

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8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, 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) business 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. SUBCONTRACTING/SUBGRANTING

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

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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 thirty (30) calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee 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.

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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 subcontracts 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 subcontracts 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 subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, 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 the Authorized Representative 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.

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- 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

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors/Subgrantees.

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.

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/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

1. Applicability of Part 200 Uniform Requirements and 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.

2. 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 web site 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.

3. 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.

4. 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. The requirement applies regardless of an individual's employment status. 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.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38 and 28 C.F.R. Part 54

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."

6. General Appropriations – Law Restrictions on the use of Federal Funds

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.

7. Unreasonable Restrictions on Competition Under the Award; Association with 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.

8. 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, contract, 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.

9. 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

10. 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.

11. Confidentiality and Information Sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), non-disclosure 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 CFR 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 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 work-place related sexual misconduct domestic violence, and dating violence), and are incorporated by reference here.

13. 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. The Office on Violence Against Women 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 Office on Violence Against Women 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

Name of Authorized Official

Prosecuting Attorney

Title of Authorized Official



Signature of Authorized Official

December 20, 2021

Date

**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
Name of Authorized Official

Prosecuting Attorney
Title of Authorized Official

Mark Nichols
Signature of Authorized Official

December 20, 2021
Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Clallam County Prosecuting Attorney's Office

Address: 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 ☐

DUNS Number: 075739235

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, _____ [responsible official],
certify that _____ [recipient]

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

Name of Authorized Official



Signature of Authorized Official

Prosecuting Attorney

Title of Authorized Official

December 20, 2021

Date

SCOPE OF WORK

January 1, 2022 through December 31, 2022

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 provide 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. 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 17 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

BUDGET**January 1, 2022 through December 31, 2022**

<u>Category</u>	<u>Amount</u>
Salaries	\$ 16,417.00
Total Grant Budget	\$ 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. *It 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 training volunteers. 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 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.

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	12/7/2021 12:31 PM PST
Jodi Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	12/7/2021 12:59 PM PST
Rick Torrance	Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	12/7/2021 1:22 PM PST

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

Certificate Of Completion

Envelope Id: BC85A30E022E4CB8974A6FFEE7F07CE8
 Subject: Please DocuSign: OCVA STOP Grant - Clallam Pros
 Division:
 Community Services and Housing
 Program: OCVA
 ContractNumber: F21-31103-039
 DocumentType: Contract
 Source Envelope:
 Document Pages: 29
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Mia Davidson
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 mia.davidson@commerce.wa.gov
 IP Address: 147.55.149.247

Record Tracking

Status: Original 12/7/2021 12:21:08 PM	Holder: Mia Davidson mia.davidson@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: 198.239.10.129

Timestamp

Sent: 12/7/2021 12:26:03 PM
 Viewed: 12/7/2021 12:30:31 PM
 Signed: 12/7/2021 12:31:50 PM

Electronic Record and Signature Disclosure:
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Jodi Honeysett
 jodine.honeysett@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 147.55.134.118

Sent: 12/7/2021 12:31:52 PM
 Viewed: 12/7/2021 12:32:22 PM
 Signed: 12/7/2021 12:59:49 PM

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: 147.55.134.49

Sent: 12/7/2021 12:59:51 PM
 Viewed: 12/7/2021 1:22:09 PM
 Signed: 12/7/2021 1:22:13 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Nichols
 mnichols@co.clallam.wa.us
 Prosecuting Attorney
 Security Level: Email, Account Authentication
 (None)

Sent: 12/7/2021 1:22:15 PM
 Viewed: 12/8/2021 9:32:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/8/2021 9:32:05 AM
 ID: 6482828e-9600-4210-98b5-bbbde161dc8c

Signer Events Diane Klontz diane.klontz@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature	Timestamp
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 Envelope Sent	Status Hashed/Encrypted	Timestamps 12/7/2021 12:26:03 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.



AGENDA ITEM SUMMARY

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

5
1/3/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** 01/03/2022

REGULAR AGENDA ☒ **Meeting Date:** 01/11/2022

Required Originals Approved and Attached? ☒

Will be provided on:

Item Summary:*

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU** | Contract # 842.21.001 |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other: |

Documents exempt from public disclosure attached: ☐

Executive Summary:

Five year lease agreement with Olympic View Properties, Inc. for the Family Support Division office.

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. Funding for these services has already been addressed in the 2022 budget.

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

Approve and sign the agreement. Return to the Prosecuting Attorney's Office to my attention.

County Official Signature: Mike Niles

Date Submitted: 12/22/2021

Christi Wojnowski attending on behalf of PAO.

* Submit original and 5 copies
** Submit 3 originals and 5 copies

LEASE

This lease is made between OLYMPIC VIEW PROPERTIES, INC., a Washington corporation, PO Box 1750, Sequim, Washington, herein referred to as Lessor, and the County of Clallam, County Prosecutor, Division of Family Support, herein referred to as Lessee.

RECITALS

- A. Lessor is the owner of the following described real property, situated in Clallam County, Washington:

Legal Description: Peabody Professional Plaza Unit G

Property ID: 62266: Geographic ID: 0630006800003070

- B. Lessee desires to lease the portion of the above-described real property, described as 618 Peabody Professional Plaza Unit G, Port Angeles, Washington, for the purpose of conducting general office business for the Clallam County Prosecutor, Division of Family Support.
- C. The Parties desire to enter a Lease agreement defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** Lessor hereby leases to lessee the portion of Lessor's property commonly known as 618 Peabody Professional Plaza, for a term of 5 years (60 months) beginning on January 1, 2022, and terminating at midnight on December 31, 2026.
2. **Renewal.** Lessor will renew the lease if all obligations hereunder shall have been timely performed and Lessee is not in default in the performance of any obligation hereunder on the date of expiration of the lease term, and provided that the amount of rent and the length of the renewal term are agreed to by both parties.
3. **Rent.**
 - 3.1. Effective January 1, 2022, through December 31, 2022, rent will be One Thousand Seven Hundred Eighty Dollars **(\$1,780.00 per month).**
 - 3.2. Effective January 1, 2023, through December 31, 2023, rent will be One Thousand Eight Hundred Forty Dollars **(\$1,840.00 per month).**
 - 3.3. Effective January 1, 2024, through December 31, 2024, rent will be One Thousand Nine Hundred Five Dollars **(\$1,905.00 per month).**
 - 3.4. Effective January 1, 2025, through December 31, 2025, rent will be One Thousand Nine Hundred Seventy Dollars **(\$1,970.00 per month).**
 - 3.5. Effective January 1, 2026 through December 31, 2026, rent will be Two Thousand Forty Dollars **(\$2,040.00 per month).**
 - 3.6. All payments shall be made to Lessor at PO Box 1750, Sequim, WA 98382, or such other address as instructed by Lessor.

3.7. If any rental payment is not received by Lessor by the close of business on the fifth (5th) day following its due date, lessee agrees to pay a late payment fee of five percent (5%) of the rental payment, plus interest at the rate of one percent (1%) per month on any unpaid balance beginning on the first day of the month following the month in which the payment was due.

4. **Use of Premises.** The premises are to be used for general office space for Clallam County Prosecutor, Division of Family Support. Lessee shall not use or permit the use of the premises for any other purpose without the written consent of Lessor.
5. **Restrictions on Use.** Lessee shall not use the premises in any manner that will increase risks covered by Lessor's insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy carried by Lessor even if such use may be in furtherance of lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.
6. **Waste, Nuisance, or Unlawful Activity.** Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.
7. **Taxes.** Lessor shall pay the cost of all real property taxes assessed against the property which are assessed during the term of this lease, prorated for partial years.
8. **Utilities.** Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, water, sewer, internet and telephone service.
9. **Repairs and Maintenance.** Lessee shall maintain the premises and leased equipment in good repair at Lessee's expense.

Lessee's obligation to make necessary repairs shall not extend to any repairs to the roof structure, or to any bearing columns or bearing walls, or to any exterior walls of the building or structure that may be necessary to maintain the structural soundness of those columns and walls, or repairs to the electrical wiring or plumbing.

10. **Delivery, Acceptance, and Surrender of Premises.** Lessee acknowledges that the premises are in a good state of repair and in sanitary condition. Upon the expiration or termination of this lease the premises and all equipment shall be left in the same condition as received by Lessee, normal wear and use excepted.
11. **Alterations.** Lessee shall make no changes, improvements, or alterations to the premises without the prior consent of Lessor. Any such changes, improvements or alterations, if any, made by lessee shall become the property of Lessor upon the expiration or sooner termination of this Lease.
12. **Partial Destruction of Premises.** Partial destruction of the leased premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 60 days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to lessee

within 10 days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided for herein. If the repairs cannot be made in 60 days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease.

13. **Entry on Premises by Lessor.** Lessor reserves the right to enter on the premises at reasonable times to inspect them.
14. **Non-liability of Lessor for Damages.** Lessor shall not be liable for liability or damages claims for injury of persons or property from any cause relating to the occupancy of the premises by lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
15. **Liability Insurance.** Lessee shall procure and maintain in force at its expense during the term of this lease and any extension thereof comprehensive general liability insurance with insurers and through brokers approved by Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of One Million Dollars (\$1,000,000) for injury or death to persons and a minimum amount of One Hundred Thousand (\$100,000) for property damage. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.
16. **Assignment, Sublease, or License.** Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. A consent shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate this lease at the option to Lessor. The interest of Lessee in this lease is not assignable by operation of law without the written consent of Lessor.
17. **Breach.** The appointment of a receiver to take possession of the assets of Lessee; a general assignment for the benefit of the creditors of Lessee; filing of a voluntary petition under any bankruptcy act or under any other law for the relief of debtors; if an involuntary petition is filed against lessee under any such law and is not dismissed within 60 days of filing; or an order for relief is entered for or against lessee under The Bankruptcy code; any action taken or allowed to be taken by Lessee under any bankruptcy act; the taking of possession of the

business or property of this lease by any department of any government or officer thereof; or the failure of Lessee to comply with each and every term and condition of this lease shall constitute a breach of this lease, and Lessor may, upon giving any notice required by law, re-enter and/or terminate this lease.

18. **Remedies of Lessor for Breach by Lessee.** Lessor shall have the following remedies in addition to its other rights and remedies provided by statute, common law, or in equity, in the event Lessee breaches this lease agreement. Lessor's remedies are cumulative and may be exercised individually, successively, or in any combination.

18.1. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee.

18.2. Lessor may cancel and terminate the lease and all lessee's rights, title, and interest hereunder, by giving no less than ten (10) days written notice of cancellation and termination to lessee. Without such notice, re-entry will not terminate this lease. No judicial action is required to terminate the lease pursuant to this paragraph.

18.3. Lessor may accelerate and collect all rents through the full term of the lease, and additionally may recover from Lessee all damages proximately resulting from the breach, including lost rents, the cost of recovering the premises, costs of alterations and repairs, all legal costs and attorney's fees. All such sums shall be immediately due Lessor from Lessee.

18.4. After re-entering, Lessor may re-let the premises or any part thereof for any term without terminating the lease, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are re-let as provided herein shall be as follows:

18.5. In addition to Lessee's liability to Lessor for breach of this lease, Lessee shall be liable for all expenses of the re-letting, for the alterations and repairs, made, and for the difference between the rent received by Lessor under the new lease agreement and the rent installments that are due for the same period under this lease.

18.6. Any rent received from re-letting the premises may be applied, and allocated in Lessor's sole discretion, to and among the following:

18.6.1. Lessee's indebtedness to Lessor under the lease, not including indebtedness for rent,

18.6.2. expenses of the re-letting, alterations and repairs,

18.6.3. rent due under this lease,

18.6.4. future rent under this lease,

18.6.5. late charges and interest,

18.6.6. costs and attorney's fees.

18.7. Lessor may elect, but shall not be obligated to, make any payment which is the

obligation of the lessee arising under this lease, and comply with any agreement, term, or condition required hereby to be performed by lessee, and Lessor shall have the right to enter the leased premises for the purposes of correcting or remedying any such default and to remain until the default has been corrected or remedied. Any expenditures and action for the correction or remedy by Lessor shall not be deemed to waive or release the default of lessee or the right of Lessor to take any action as may be permissible otherwise hereunder for a default.

19. **Condemnation.** If part of the premises should become subject to an eminent domain proceeding, Lessee shall have the option, at any time after the filing of the complaint and issuance of summons in the proceeding, to terminate this lease either as to that part of the premises subject to condemnation or as to the whole of the premises. The option shall be exercised by giving Lessor written notice of termination or partial termination. If Lessee elects to continue this lease as to the uncondemned part of the premises, future rentals will be adjusted on a pro rata basis to reduce the total rental to the extent the premises has been diminished in quantity and usefulness to Lessee by the partial condemnation. In the event of the partial or complete taking of the premises by condemnation, Lessee shall be entitled to participate in any and all awards for the taking to the extent that any award includes (1) The loss, if any, sustained by Lessee as a result of the termination of this lease, and (2) the then value of the furnishings, trade fixtures and equipment installed by Lessee and contained in the premises at the time of the taking, but only if such furnishings, trade fixtures and equipment are taken.

20. **Hazardous Substances.** Lessee shall not, without Lessor's prior written consent, keep any substances, not necessary to the operation of the business, designated as, or containing components designated as, hazardous, dangerous, toxic, or harmful, and/or subject to regulation under any federal, state, or local law, regulation or ordinance on or around the Premises. Lessee shall be fully and completely liable to Lessor for any and all cleanup costs and any and all other charges, fees, or penalties relating to the use, storage, disposal, transportation, generation or sale of hazardous substances on the Premises.

21. **Environmental Pollution.**

21.1. **Lessor's Responsibility:** Lessor agrees to indemnify and hold Lessee harmless from any and all claims, liabilities, damages, losses, penalties, costs and expenses (including, without limitation, attorneys' fees and also the costs of remedial action to cleanup) arising out of, or a result of any of the following activities on the premises prior to the commencement date of this Lease: (1) any "release" as defined in Section 101(22) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or any "hazardous substance" as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into, on or from the premises; and (2) any toxic, explosive or otherwise dangerous materials or hazardous substances that have been buried beneath, concealed within or released on or from the premises.

21.2. **Lessee's Responsibility:** Lessee agrees to indemnify and hold Lessor harmless from any and all claims, liabilities, damages, losses, penalties, costs and expenses

(including, without limitation, attorneys' fees and also the costs of remedial action to cleanup) arising out of, or a result of any of the following activities on the premises subsequent to the commencement date of this Lease: (1) any "release" as defined in Section 101(22) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or any "hazardous substance" as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into, on or from the premises; and (2) any toxic, explosive or otherwise dangerous materials or hazardous substances that have been buried beneath, concealed within or released on or from the premises.

22. General Provisions.

- 22.1. Attorney's Fees. If either party retains an attorney to enforce any provision, covenant or condition of this lease, whether or not suit is brought, the defaulting party agrees to pay reasonable attorney's fees.
- 22.2. Waiver of Breach. No failure of Lessor to insist upon strict performance by Lessee of any covenant, agreement, term or condition of this lease, or the exercise of any right or remedies consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenants, agreement, term or condition. No waiver of any breach shall affect or alter this lease, but each and every covenant, condition, agreement and term of this lease shall continue in full force and effect with respect to any other existing or subsequent breach.
- 22.3. Entire Agreement - Changes, Waivers. This agreement supersedes and integrates all or any other prior agreement and understanding between the parties and may not be changed or terminated orally; and no change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought.
- 22.4. Construction of Lease. Words of any gender used in this lease shall be held to include any other gender; and words of the singular shall be held to include the plural, when the sense requires. The rule of construction of any agreement is more strictly construed against the draftsman shall not apply in interpreting this agreement. The internal laws of the State of Washington govern the construction, application, and enforcement of this agreement.
- 22.5. Venue. Venue for all purposes, including, but not limited to, arbitration, negotiations, settlement, and maintenance of actions and lawsuits, will be in the Superior Court of Washington for Clallam County.
- 22.6. Notices. Any notice or demand which under the terms of this lease or any statute may or must be given or made by the parties hereto must be in writing and may be given or made by mailing the same by registered or certified mail, addressed to the respective parties at the addresses listed on page 1. Either party may designate in writing a different address at which such notice or demand shall thereafter be so given, made, or mailed. Any notice given hereunder by mail shall be deemed delivered upon the earlier of either the receipt by the designated party, or ten (10) days from the date of mailing.

- 22.7. Time of Essence. Time is of the essence of each and every provision thereof.
- 22.8. Binding Effect. This lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.
- 22.9. Captions. The captions of this lease are for convenience only and are not to be considered a part of this lease and do not in any way limit or amplify their terms and provisions of the lease.

23. Termination.

23.1. Lessee may terminate this Lease upon not less than three (3) months' notice if it learns of a reduction of thirty percent (30%) or more in federal or state funding for the Family Support prosecution services the Lessee intends to undertake as part of its usual business practices AND immediately conveys to Lessor the impending reduction in federal or state funding. This provision will not be triggered by a reduction of thirty percent (30%) or more in the funding supplied to Family Support Prosecution by the County's general funds.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the dates indicated below.

LESSOR

Date: _____

BROWN M. MALONEY
dba OLYMPIC VIEW PROPERTIES, INC.

SUBSCRIBED AND SWORN TO before me this _____ day of January, 2022.

(PRINTED NAME:)

NOTARY PUBLIC in and for the State of Washington

Residing at Port Angeles, Washington

My commission expires: _____

LESSEE

Date: _____

Chairman, Board of Commissioners

SUBSCRIBED AND SWORN TO before me this _____ day of January, 2022.

(PRINTED NAME:)

NOTARY PUBLIC in and for the State of Washington

Residing at Port Angeles, Washington

My commission expires: _____

Approved as to Form:

Date: 11/30/2021

Elizabeth Stanley

Chief Deputy Prosecuting Attorney



AGENDA ITEM SUMMARY

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

10
1/3/22

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date:** 01/03/2021

REGULAR AGENDA ☒ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Presentation pertaining to Clallam County Juvenile & Family Services Child Advocate Program (CAP). Child Advocates/Guardians ad Litem (GAL's) are volunteers appointed by the court to advocate for every child involved in dependency proceedings. The GAL is the eyes and ears of the court and reports what he or she believes is in the best interest of the child and the child needs. We will be talking about the past, present and future of the Child Advocate Program and addressing ongoing needs.

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?** ☐

NA

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

County Official signature & print name:

Kimberly Burns KIMBERLY BURNS
Valerie Brooks Kimberly Burns

Name of Employee/Stakeholder attending meeting:

Relevant Departments: _____

Date submitted: 12/08/2021

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

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

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



AGENDA ITEM SUMMARY

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

7
1/3/22

Department: HR

WORK SESSION ☒ Meeting Date: January 3, 2021

REGULAR AGENDA ☒ Meeting Date: January 11, 2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

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

None.

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

Issue a call for public hearing on the proposed ordinance setting bond amounts for county officials.

County Official signature & print name: Elizabeth Stanley

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

Relevant Departments: BOCC, HR/Risk

Date submitted: 12/29/2021

* 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)

RCW 36.16.050

Official bonds.

Every county official before he or she enters upon the duties of his or her office shall furnish a bond conditioned that he or she will faithfully perform the duties of his or her office and account for and pay over all money which may come into his or her hands by virtue of his or her office, and that he or she, or his or her executors or administrators, will deliver to his or her successor safe and undefaced all books, records, papers, seals, equipment, and furniture belonging to his or her office. Bonds of elective county officers shall be as follows:

- (1) Assessor: Amount to be fixed and sureties to be approved by proper county legislative authority;
- (2) Auditor: Amount to be fixed at not less than ten thousand dollars and sureties to be approved by the proper county legislative authority;
- (3) Clerk: Amount to be fixed in a penal sum not less than double the amount of money liable to come into his or her hands and sureties to be approved by the judge or a majority of the judges presiding over the court of which he or she is clerk: PROVIDED, That the maximum bond fixed for the clerk shall not exceed in amount that required for the treasurer in the same county;
- (4) Coroner: Amount to be fixed at not less than five thousand dollars with sureties to be approved by the proper county legislative authority;
- (5) Members of the proper county legislative authority: Sureties to be approved by the county clerk and the amounts to be:
 - (a) In each county with a population of one hundred twenty-five thousand or more, twenty-five thousand dollars;
 - (b) In each county with a population of from seventy thousand to less than one hundred twenty-five thousand, twenty-two thousand five hundred dollars;
 - (c) In each county with a population of from forty thousand to less than seventy thousand, twenty thousand dollars;
 - (d) In each county with a population of from eighteen thousand to less than forty thousand, fifteen thousand dollars;
 - (e) In each county with a population of from twelve thousand to less than eighteen thousand, ten thousand dollars;
 - (f) In each county with a population of from eight thousand to less than twelve thousand, seven thousand five hundred dollars;
 - (g) In all other counties, five thousand dollars;
- (6) Prosecuting attorney: In the amount of five thousand dollars with sureties to be approved by the proper county legislative authority;
- (7) Sheriff: Amount to be fixed and bond approved by the proper county legislative authority at not less than five thousand nor more than fifty thousand dollars; surety to be a surety company authorized to do business in this state;
- (8) Treasurer: Sureties to be approved by the proper county legislative authority and the amounts to be fixed by the proper county legislative authority at double the amount liable to come into the treasurer's hands during his or her term, the maximum amount of the bond, however, not to exceed:
 - (a) In each county with a population of two hundred ten thousand or more, two hundred fifty thousand dollars;
 - (b) In each county with a population of from one hundred twenty-five thousand to less than two hundred ten thousand, two hundred thousand dollars;
 - (c) In each county with a population of from eighteen thousand to less than one hundred twenty-five thousand, one hundred fifty thousand dollars;
 - (d) In all other counties, one hundred thousand dollars.

The treasurer's bond shall be conditioned that all moneys received by him or her for the use of the county shall be paid as the proper county legislative authority shall from time to time direct, except where special provision is made by law for the payment of such moneys, by order of any court, or otherwise, and for the faithful discharge of his or her duties.

Bonds for other than elective officials, if deemed necessary by the proper county legislative authority, shall be in such amount and form as such legislative authority shall determine.

In the approval of official bonds, the chair may act for the county legislative authority if it is not in session.

[2010 1st sp.s. c 26 § 5; 1991 c 363 § 49; 1971 c 71 § 1; 1969 ex.s. c 176 § 91; 1963 c 4 § 36.16.050. Prior: 1955 c 157 § 7; prior: (i) 1895 c 53 § 1; RRS § 70. (ii) 1895 c 53 § 2, part; RRS § 71, part. (iii) 1921 c 132 § 1, part; 1893 c 75 § 7, part; RRS § 4046, part. (iv) Code 1881 § 2708, part; 1869 p 310 § 4, part; 1863 p 549 § 4, part; 1854 p 424 § 4, part; RRS § 4084, part. (v) 1943 c 249 § 1, part; Code 1881 § 2739, part; 1863 p 553 § 2, part; 1854 p 426 § 2, part; Rem. Supp. 1943 § 4107, part. (vi) 1886 p 61 § 4, part; 1883 p 73 § 9, part; Code 1881 § 2163, part; 1877 p 246 § 5, part; 1863 p 408 § 3, part; 1860 p 334 § 3, part; 1858 p 12 § 3, part; 1854 p 417 § 3, part; RRS 4129, part. (vii) 1897 c 71 § 44, part; 1893 p 124 § 46, part; Code 1881 § 2753, part; 1854 p 428 § 2, part; RRS § 4141, part. (viii) 1943 c 139 § 1, part; Code 1881 § 2766, part; 1863 p 557 § 1, part; 1854 p 434 § 1, part; Rem. Supp. 1943 § 4155, part. (ix) Code 1881 § 2775, part; 1863 p 559 § 1, part; 1854 p 436 § 1, part; RRS § 4176, part. (x) 1909 c 97 p 280 § 1, part; 1903 c 104 § 13, part; 1899 c 142 § 5, part; 1897 c 118 § 30, part; 1890 p 355 § 10, part; Code 1881 § 3170, part; RRS § 4767, part. (xi) 1890 p 35 § 5, part; RRS § 9934, part. (xii) 1925 ex.s. c 130 § 55, part; 1891 c 140 § 46, part; 1890 p 548 § 50, part; RRS § 11138, part.]

Ordinance _____

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

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

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

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

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

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

PUBLIC HEARING

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

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

****ATTENTION****

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

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

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

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

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

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

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

FORMAL IDENTIFICATION: Clallam County Code Title 3 – Administration/Personnel – Chapter 3.50
Bonds for Officials

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Section 3.50.010 – Bond Amounts for County Officials – This section sets the bond amounts for officials of Clallam County.

Publish: January 14, 2022
Bill: Human Resources

Loni Gores, CMC, Clerk of the Board



AGENDA ITEM SUMMARY

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

8
1/3/22

Department: Public Works

WORK SESSION ☒ Meeting Date: 1-3-22

REGULAR AGENDA ☒ Meeting Date: 1-11-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County is applying for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant to fund construction costs for the Dungeness Off-channel Reservoir Project off of River Road in the Sequim area. The Reservoir project will provide sustainable, reliable irrigation water for the eastside irrigators during the low flow times, increase in aquifer recharge to the shallow aquifers and local streams, increase in fish habitat and increase in population for the 4 ESA listed fish, and usage of a County park. FEMA BRIC funding supports projects focused on environmental benefits that have been developed as part of a collaborative process to increase the reliability of water resources. Supported projects must align with tackling climate change. One of the requirements of the application is a letter of support that commits the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this grant. A draft letter is attached.

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 required at this time.

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

Please review the letter of support and suggest any edits to letter of support for the application to FEMA BRIC Grant program.

County Official signature & print name: R. Tyler Ross Tyler

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works

Date submitted: 12-22-21

* 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 BOCC BRIC letter of support (1-2-22)

Revised: 3-04-2019



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, 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@co.clallam.wa.us

RICH SILL, County Administrator

File:

22 December 2021

Tim Cook
Mitigation Program Manager
FEMA WA BRIC
WA Military Dept., Emergency Management Division
Camp Murray TA-20
Tacoma, WA 98439-5122

Dear Mr. Cook:

The purpose of this letter is to document the availability of local funds and Clallam County commitment in support of the County's FEMA BRIC subapplication entitled Building Climate Resilience in Clallam County, WA: the Dungeness Off-Channel Reservoir. The Clallam County Board of Commissioners strongly supports the Dungeness Off-channel Reservoir project. Climate change projections for the Dungeness watershed indicate decreased snowpack with increased rain events and flooding. The Off-Channel Reservoir will deliver a climate change resilient solution by storing early season, high flow Dungeness River water for use by irrigators during the late irrigation season as an alternative to river diversions when flows are critically low. This source switch will improve flows from August to September when irrigation demand is highest and ESA-listed Chinook salmon and steelhead are returning to spawn in the Dungeness River. It is projected that total spring and summer season streamflow in the Puget Sound region in WA will decrease by 24–31% on average by the end of the century. Drought in the Dungeness has already made its impact felt in 4 of the past 7 years. Additionally, the Off-Channel Reservoir will expand capacity for aquifer recharge mitigation and restoration programs to offset permit exempt well impacts and restore independent streams.

Clallam County has recognized the Reservoir as its top water resources priority because of its benefits to the Dungeness River, community/agriculture water supply and development, and salmon recovery. The Reservoir is the greatest and most cost effective remaining water storage and flow restoration opportunity in the Dungeness basin to enable reliable and vital water supplies in the Dungeness basin for people, fish, and farms. Attached is a Resolution 92 passed by the Board of County Commissioners in 2018 that underscores our commitment.

The total estimated cost for this phase of the Reservoir project is approximately \$30 million with a proposed federal share of about \$22 million and a proposed local share of about \$8 million. The County has secured grant funding of more than \$8 million from the WA Department of Ecology's Streamflow Restoration Competitive Grant program and WA Conservation Commission's Irrigation Efficiencies Grant program that will be used as match to cover our local share.

Thank you for considering our subapplication for Building Climate Resilience in Clallam County, WA: the Dungeness Off-Channel Reservoir.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



RESOLUTION 92, 2018

4a
10/30

IN SUPPORT OF THE DUNGENESS FLOW RESTORATION AND
AQUIFER RECHARGE OFF-CHANNEL RESERVOIR

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness River watershed is water-short most years during the critical period in late summer when both agricultural irrigators and ESA-listed salmonids rely on adequate streamflow.
2. Reservoirs of water held in annual snowpack and ancient glaciers are decreasing over time, and extreme low-flow conditions on the River are becoming more frequent and exacerbated during drought years.
3. Clallam County is highly supportive of the reservoir project proposal and has prioritized it over all other flow restoration proposals as providing substantial and significant flow benefit.
4. Clallam County has been a party to discussions and has supported proposals for water storage via reservoirs and aquifer recharge for well over a decade.
5. Finding funding to implement the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir is Clallam County's highest flow restoration priority because the project addresses all top recommendations for River Restoration and has multiple additional benefits.
6. Clallam County is a willing landowner, local stakeholders are mobilized, the reservoir has a great deal of popular support in the community, and the planning group is actively identifying models for local cost-share for the reservoir and future operations.
7. State funding for streamflow restoration projects will be made available to certain basins in Washington state including the Dungeness as allowed in ESSB 6091 (January 2018) and documentation of support from stakeholders and initiating governments is requested.

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

1. Supports the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir as its highest priority to implement flow restoration, water storage and aquifer recharge because of its scale, location, cost/benefit and feasibility.

PASSED AND ADOPTED this thirtieth day of October, 2018.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board



AGENDA ITEM SUMMARY

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

9
1/3/22

Department: DCD

WORK SESSION ☒ Meeting Date: 1.3.2022

REGULAR AGENDA ☒ Meeting Date: 1.11.2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.18.009-2 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached amendment is a no-cost time extension and scope revision for a grant agreement with Ecology for the lower Dungeness River floodplain restoration project. The scope change accounts for connecting the County's portion of the setback levee with that built by the Jamestown S'Klallam Tribe. The funds will be used to build the levee at the southwest corner of the project area.

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. The amendment is a time extension only.

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

County Official signature & print name: Lori Kennedy for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Road/Public Works

Date submitted: 12.22.2021



AMENDMENT NO. 2
TO AGREEMENT NO. SEANCWCP-2018-CICoCD-00021
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Lower Dungeness Floodplain Restoration (PROJECT).

The purpose of Amendment 2 is to change the scope of the project and to extend the period of performance by two years, from December 31, 2021 to December 31, 2023. The project scope is being changed to remove the construction of a spur levee that is no longer needed, and allow for construction of a newly designed levee, to be situated on property owned by Clallam County and by Washington Department of Fish and Wildlife. Amendment award for the scope change and time extension to the National Coastal Wetlands Conservation grant #F18AP00145 has been approved by USFWS and award letter has been uploaded to EAGL. See special conditions and provisions contained in that award letter. All conditions and provisions from the original grant award letter and any amendments remain in effect.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 12/31/2021 Amended: 12/31/2023

Project Short Description:

Original:

Reconnect the Dungeness River with its floodplain and improve habitat conditions. Specifically, the project will construct the realigned south spur levee.

Amended:

Reconnect the Dungeness River with its floodplain and improve habitat conditions. Specifically, the project will construct a levee that will be situated on property owned by Clallam County and Washington Department of Fish and Wildlife. The levee will connect to a new setback levee constructed by the Jamestown S'Klallam Tribe, and the connection between the two levees must be redesigned and permitted as it deviates from a previous designed and permitted scope.

Project Long Description:

Amended:

The Lower Dungeness Floodplain Restoration Project reconnects the lower Dungeness River to its historic channels and floodplain, ensuring the perpetual conservation and restoration of wetlands, floodplain, shoreline, and associated buffers along one of the most important river systems on the Olympic Peninsula in Washington State. One phase of a many-phased restoration effort in the lower Dungeness River, the Project benefits the more than 100 fish and bird species currently using the site, including four ESA-listed salmon.

The total Project area comprises 64 acres of former residential, commercial, and agricultural land that has been purchased and is being restored to riparian wetland and floodplain forest, and 10 acres that is currently connected to the river. The Project area adjoins 41 acres of a wetland mitigation site, ultimately providing over 100 acres of floodplain. The Lower Dungeness Floodplain Restoration is a key component of a larger, strategic effort to conserve and restore the lower Dungeness river and estuary, coordinated with and complementary to past restoration.

The objective is to reconnect the Dungeness River with its floodplain, improve habitat conditions by realigning the east bank levee of the river from RM 1.0 to 1.8, and relocate a road from the floodplain to the top of the realigned levee. Specifically, the existing levee will be removed, and a realigned levee constructed to reconnect the river to its historic channels and floodplain. The Project site, 74.7 acres in size, adjoins a 40 acre wetland mitigation site, yielding a total restoration benefit of 110 acres. Previously a spur levee was to be constructed, but recent changes in the project will allow for a beneficial change to the project. In 2020, the Jamestown S'Klallam Tribe initiated a setback of the most southerly, upstream section of the Corps levee, rendering the spur levee unnecessary. Connection of the two levees will improve floodplain and river processes. The connection between the two levees will be designed and updated state and federal permits to account for the changes. The Tribe's levee will provide an additional 65 acres of floodplain and further reduce flood hazard risk. This project will fund the construction of the new levee to be connected with the Tribe's levee, and will be situated on property owned by Clallam County and Washington Department of Fish and Wildlife.

This large-scale ecosystem restoration reconnects 0.8 miles of mainstem channel with its floodplain on the east bank and provides over 1500 feet of side channel habitat. The expanded floodplain, channel migration zone, and reconnected habitat improves river sinuosity, reduces peak water velocities, and increases the volume of woody debris recruitment. Pools, riffles, boulders, logjams, side channels, wetlands and other features will be reconnected with the floodplain and the river.

In June 2017, ECOLOGY submitted a grant application for the Project to the United States Fish and Wildlife Service (USFWS) through the National Coastal Wetlands Conservation Grant Program (CFDA#15.614) established under the Coastal Wetlands Planning, Protection, and Restoration Act (16 U.S.C. §§ 3951-3956). The USFWS awarded the grant to ECOLOGY under grant number F18AP00145, with an effective date of January 1, 2018, for RECIPIENT's use as the sub-grantee in the Lower Dungeness Floodplain Restoration project as submitted under the federal notice of funding opportunity F17AS00108. A copy of USFWS's award letter and the Project grant application is included as an attachment within Ecology's Administration of Grants & Loans(EAGL) program under "USFWS Award Letter and Approved Grant Application". The terms of the Project grant application and award, and any amendments by USFWS are hereby incorporated by reference into the present Agreement.

Overall Goal:

Improve access for the Dungeness River in Clallam County to its floodplain and wetlands, which restores connectivity between river and floodplain wetland areas for sediment, water, nutrient, flora, and fauna transport, retention, exchange, and migration.

CHANGES TO THE BUDGET

Funding Distribution EG180384

Funding Title: Matching Funds

Funding Type: Grant

Funding Effective Date: 01/01/2018

Funding Expiration Date: 12/31/2023

Funding Source:

Title: General Fund - Federal (Lower Dungeness)

Fund:

Type: Federal

Funding Source %: 100%

Description: Lower Dungeness Floodplain Restoration/ National Coastal Wetlands Conservation Grant Program

Federal Awarding Agency: U.S. Fish and Wildlife Service (USFWS)

Federal Awarding Agency Contact: Jim Duffy

Federal Awarding Agency Phone: 503-231-2096

Federal Awarding Agency Email: james_duffy@fws.gov

Federal Awarding Agency Address: 911 NE 11th Avenue, Portland, OR 97232-4181

CFDA Catalog Name: Coastal Wetlands Planning, Protection, and Restoration Program

CFDA Number: 15.614

FAIN: F18AP00145

Research Grant: No

Federal Award Date: 4/2/2018

Total Federal Award Amount: \$1,538,335.00

Federal Funds Obligated To Recipient: \$0.00

Approved Indirect Costs Rate: De Minimis Rate per 2 CFR §200.414

Recipient Match %: 100%

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? Yes

Matching Funds	Task Total
Project Administration/Management	\$ 20,000.00
Restoration	\$ 538,335.00

Total: \$ 558,335.00

CHANGES TO THE BUDGET

Funding Distribution EG180383

Funding Title: USFWS NCWCGP

Funding Type: Grant

Funding Effective Date: 01/01/2018

Funding Expiration Date: 12/31/2023

Funding Source:

Title: General Fund - Federal (Lower Dungeness)

Fund:

Type: Federal

Funding Source %: 100%

Description: Lower Dungeness Floodplain Restoration/ National Coastal Wetlands Conservation Grant Program

Federal Awarding Agency: U.S. Fish and Wildlife Service (USFWS)

Federal Awarding Agency Contact: Jim Duffy

Federal Awarding Agency Phone: 503-231-2096

Federal Awarding Agency Email: james_duffy@fws.gov

Federal Awarding Agency Address: 911 NE 11th Avenue, Portland, OR 97232-4181

CFDA Catalog Name: Coastal Wetlands Planning, Protection, and Restoration Program

CFDA Number: 15.614

FAIN: F18AP00145

Research Grant: No

Federal Award Date: 4/2/2018

Total Federal Award Amount: \$1,538,335.00

Federal Funds Obligated To Recipient: \$980,000.00

Approved Indirect Costs Rate: De Minimis Rate per 2 CFR §200.414

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

USFWS NCWCGP	Task Total
---------------------	-------------------

Project Administration/Management	\$ 0.00
Restoration	\$ 980,000.00

Total: \$ 980,000.00

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost: \$1,518,335.00**

Task Title: Restoration

Task Description:

The RECIPIENT will restore approximately 74.7 acres of floodplain. Through restoration, the project will help to improve natural functions that support fish and wildlife habitat. Specifically, this project will focus on a small portion of the larger project. The grant funds and associated match will pay for construction a newly designed levee, now that a spur levee is no longer necessary. The new levee will connect to a setback levee constructed by the Jamestown S'Klallam Tribe. The remaining components of the larger project are not part of the match toward this grant.

Task Goal Statement:

Restore 74.7 acres of land as part of larger project and allow for natural processes within the Lower Dungeness River system.

Task Expected Outcome:

Habitat will be restored over 74.7 acres of historic floodplain and this project will fund construction of a new levee.

Deliverables

Number	Description	Due Date
2.1	Copies of all required permits, due before project implementation.	
2.2	At least 5 sets of before/after photos of restoration site.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
USFWS NCWCGP	0 %	\$ 0.00	\$ 980,000.00	\$ 980,000.00
Matching Funds	100 %	\$ 558,335.00	\$ 0.00	\$ 558,335.00
Total		\$ 558,335.00	\$ 980,000.00	\$ 1,538,335.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

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

This amendment will be effective 11/10/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County

By: _____

Joenne McGerr
Shorelands
Program Manager

Date

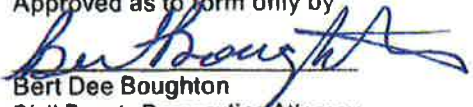
By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

10
1/3/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-3-22

REGULAR AGENDA ☒ Meeting Date: 1-11-22

Item summary:

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

Executive summary:

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

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

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

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

The Prosecuting Attorney's Office has reviewed the application.

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

\$2,375,610 – Opportunity Fund

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

Review application and request a call for hearing to hold hearing and request approval of a resolution on January 25, 2022.

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

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

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

Date submitted: December 22, 2021

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

Opportunity Fund City of Forks Waste Water 1-11-22

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

Revised: 3-04-2019

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

PUBLIC HEARING

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

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

****ATTENTION****

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

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

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

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

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

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

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

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

Publish: January 14, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board



RESOLUTION _____, 2022

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

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

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

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

PASSED AND ADOPTED this 25th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

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



Clallam County Economic Development Council

RECEIVED
CLALLAM CO. COMMISSIONERS

DEC 21 2021

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

MEMORANDUM FOR RECORD

TO: Clallam County Commissioners

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

FROM: Alan Barnard, Chairman of the Opportunity Fund Board

DATE: December 17, 2021

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

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

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

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

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

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

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

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

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

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

The City of Forks provided the following information:

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

Should you require any additional information please contact me.

Sincerely,



Alan Barnard
Chair, Clallam County Opportunity Fund Board



Clallam County Board of Commissioners

223 East Fourth Street, Suite 4
Port Angeles, WA 98362
360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Date: November 24, 2021

Project Title: Forks Wastewater Treatment Facility Improvements

Applicant: City of Forks

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

Address: 500 E Division Street

City, State, Zip: Forks, WA 98331

Phone Number: 360 374-5412

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

Authorized Signer/Position: Tim Fletcher, Mayor

OPPORTUNITY FUND PROGRAM

Application for Funding

ATTACH COPY OF PROJECT PROPOSAL

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

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

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

Other Funding Sources: \$ _____

Total Project Cost: \$3,399,110

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

Loan terms requested:

Requested Rate of Interest:

Total number of years for repayment: _____

Deferral period (# of years): _____

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

I. SITE/PROJECT INFORMATION

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

A site map of the Wastewater Treatment Facility is included.

- B) Project cost breakdown:

See Project Proposal.

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

See Project Proposal.

- D) Estimated schedule for project completion:

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

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

None

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

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

II. PRIVATE SECTOR COMMITMENT/INVOLVEMENT

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

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

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

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

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

C) Type of jobs to be created/retained:

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

D) Projected annual gross payroll?

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

III. FINANCIAL INFORMATION ON APPLICANT

This section examines the general financial status of the applicant.

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

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

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

IV. DECLARATION

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

Signature of responsible official:



Print or Type Name and title: Tim Fletcher, Mayor

PROJECT PROPOSAL
CITY OF FORKS
WASTEWATER TREATMENT FACILITY IMPROVEMENTS

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

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

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

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

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

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

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

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

Miscellaneous improvements needed at the WWTF include:

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

Project Cost Breakdown:

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

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

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

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



Normal 2021 Higher Growth due to COVID Recovery		PROJECTED SOURCES OF FUNDING				PROJECTED USES OF FUNDING												
		4.5%		1.8%		DEBT SERVICE FUNDING COMMITMENTS					ONGOING SUPPORT/OTHER EXPENDITURES							
		17.0%		0.8%														
Year	Beginning Fund Balance	Tax Revenue (currently set to expire in July 2032)	Interest Income	Other Income (East UGA Sewer System Development Fees, LID 3rd Street Sewer Line Transfer)	TOTAL SOURCES	Carlsborg Sewer Loan (matures June 2048)	Dept of Commerce-- Skills Center Loan (matures Jan 2025)	Department of Ecology- -Clallam Bay Sekiu Sewer Projected Loan (20 Yr Loan--Estim Maturity Date-- 2041)	Clallam EDC	SBDC	NODC	Clallam Conservation District (removed as deemed not OF-Eligible)	Transfer to Carlsborg Sewer for Expansion	Indirects Charges from Clallam GF	Potential Funding of Other Future Debt Service/Grants	TOTAL USES	Net Sources/ (Uses)	Ending Fund Balance
2021	4,171,352	1,608,074	70,000	18,000	1,696,074	368,966	48,194		330,000	30,000	3,500	0	90,000	4,599	442,000	1,317,258	378,816	4,550,168
2022	4,550,168	1,505,437	35,674	18,000	1,559,111	368,103	48,194	114,074	100,000	30,000	3,500	0		4,806	442,000	1,110,677	448,434	4,998,602
2023	4,998,602	1,573,182	94,305	18,000	1,685,487	367,241	48,194	114,074	100,000	30,000	3,500	0		5,022	442,000	1,110,031	575,456	5,574,058
2024	5,574,058	1,643,975	105,306	18,000	1,767,281	366,379	48,194	114,074	100,000	30,000	3,500	0		5,248	442,000	1,109,395	657,886	6,231,944
2025	6,231,944	1,717,954	117,820	18,000	1,853,773	365,517	48,194	114,074	100,000	30,000	3,500	0		5,484	442,000	1,108,769	745,004	6,976,948
2026	6,976,948	1,795,262	132,365	18,000	1,945,626	364,655		114,074	100,000	30,000	3,500	0		5,731	442,000	1,059,960	885,666	7,862,614
2027	7,862,614	1,876,048	149,039	18,000	2,043,088	363,793		114,074	100,000	30,000	3,500	0		5,989	442,000	1,059,356	983,732	8,846,346
2028	8,846,346	1,960,471	167,512	18,000	2,145,982	362,931		114,074	100,000	30,000	3,500	0		6,259	442,000	1,058,764	1,087,219	9,933,564
2029	9,933,564	2,048,692	187,881	18,000	2,254,573	362,069		114,074	100,000	30,000	3,500	0		6,540	442,000	1,058,183	1,196,389	11,129,954
2030	11,129,954	2,140,883	210,251	18,000	2,369,134	361,207		114,074	100,000	30,000	3,500	0		6,835	442,000	1,057,615	1,311,518	12,441,472
2031	12,441,472	2,237,223	234,730	18,000	2,489,953	360,345		114,074	100,000	30,000	3,500	0		7,142	442,000	1,057,061	1,432,892	13,874,363
2032	13,874,363	1,221,785	251,388	18,000	1,491,173	359,483		114,074	100,000	30,000	3,500	0		7,464	442,000	1,056,520	434,653	14,309,016
2033	14,309,016		248,220	18,000	266,220	358,621		114,074	100,000	30,000	3,500	0		7,799	442,000	1,055,994	-789,774	13,519,243
2034	13,519,243		234,009	18,000	252,009	357,759		114,074	100,000	30,000	3,500	0		8,150	442,000	1,055,483	-803,474	12,715,769
2035	12,715,769		219,551	18,000	237,551	356,897		114,074	100,000	30,000	3,500	0		8,517	442,000	1,054,988	-817,437	11,898,332
2036	11,898,332		204,841	18,000	222,841	356,035		114,074	100,000	30,000	3,500	0		8,900	442,000	1,054,509	-831,667	11,066,665
2037	11,066,665		189,876	18,000	207,876	355,172		114,074	100,000	30,000	3,500	0		9,301	442,000	1,054,047	-846,172	10,220,493

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

w/o forks application

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

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

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

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

Normal 2021 Higher Growth due to COVID Recovery		PROJECTED SOURCES OF FUNDING				PROJECTED USES OF FUNDING													
		4.5%		1.8%		DEBT SERVICE FUNDING COMMITMENTS							ONGOING SUPPORT/OTHER EXPENDITURES						
		17.0%		0.8%															
Year	Beginning Fund Balance	Tax Revenue (currently set to expire in July 2032)	Interest Income	Other Income (East UGA Sewer System Development Fees, LID 3rd Street Sewer Line Transfer)	TOTAL SOURCES	Carlsborg Sewer Loan (matures June 2048)	Dept of Commerce-- Skills Center Loan (matures Jan 2025)	Department of Ecology--Clallam Bay Sekiu Sewer Projected Loan (20 Yr Loan-- Estim Maturity Date-- 2041)	Clallam EDC	SBDC	NODC	Clallam Conservation District (removed as deemed not OF-Eligible)	Transfer to Carlsborg Sewer for Expansion	Forks Sewer	Indirects Charges from Clallam GF	Potential Funding of Other Future Debt Service/Grants	TOTAL USES	Net Sources/ (Uses)	Ending Fund Balance
2021	4,171,352	1,608,074	70,000	18,000	1,696,074	368,966	48,194		350,000	30,000	3,500	0			29,600	0	830,259	865,815	5,037,167
2022	5,037,167	1,749,000	43,021	18,000	1,810,021	368,103	48,194		120,000	30,000	3,500	0	240,000	2,375,610	30,411	369,000	3,584,818	-1,774,797	3,262,370
2023	3,262,370	1,827,705	66,051	18,000	1,911,756	367,241	48,194	58,624	122,400	30,600	3,570	0			31,779	369,000	1,031,408	880,348	4,142,718
2024	4,142,718	1,909,952	82,077	18,000	2,010,029	366,379	48,194	117,247	124,848	31,212	3,641	0			33,210	369,000	1,093,731	916,298	5,059,016
2025	5,059,016	1,995,900	99,309	18,000	2,113,209	365,517	48,194	117,247	127,345	31,836	3,714	0			34,704	369,000	1,097,557	1,015,652	6,074,667
2026	6,074,667	2,085,715	118,798	18,000	2,222,513	364,655		117,247	129,892	32,473	3,789	0			36,266	369,000	1,053,321	1,169,191	7,243,859
2027	7,243,859	2,179,572	140,651	18,000	2,338,223	363,793		117,247	132,490	33,122	3,864	0			37,898	369,000	1,057,414	1,280,809	8,524,668
2028	8,524,668	2,277,653	164,550	18,000	2,460,203	362,931		117,247	135,139	33,785	3,942	0			39,603	369,000	1,061,647	1,398,556	9,923,224
2029	9,923,224	2,380,147	190,607	18,000	2,588,754	362,069		117,247	137,842	34,461	4,020	0			41,385	369,000	1,066,024	1,522,730	11,445,954
2030	11,445,954	2,487,254	218,939	18,000	2,724,193	361,207		117,247	140,599	35,150	4,101	0			43,248	369,000	1,070,551	1,653,642	13,099,596
2031	13,099,596	2,599,180	249,670	18,000	2,866,851	360,345		117,247	143,411	35,853	4,183	0			45,194	369,000	1,075,232	1,791,618	14,891,215
2032	14,891,215	1,419,457	271,258	18,000	1,708,715	359,483		117,247	146,279	36,570	4,266	0			47,227	369,000	1,080,073	628,642	15,519,857
2033	15,519,857		269,754	18,000	287,754	358,621		117,247	149,205	37,301	4,352	0			49,353	369,000	1,085,078	-797,324	14,722,532
2034	14,722,532		255,355	18,000	273,355	357,759		117,247	152,189	38,047	4,439	0			51,573	369,000	1,090,254	-816,899	13,905,633
2035	13,905,633		240,603	18,000	258,603	356,897		117,247	155,233	38,808	4,528	0			53,894	369,000	1,095,606	-837,003	13,068,630
2036	13,068,630		225,487	18,000	243,487	356,035		117,247	158,337	39,584	4,618	0			56,319	369,000	1,101,141	-857,654	12,210,976
2037	12,210,976		209,998	18,000	227,998	355,172		117,247	161,504	40,376	4,711	0			58,854	369,000	1,106,864	-878,866	11,332,110
2038	11,332,110		194,125	18,000	212,125	354,310		117,247	164,734	41,184	4,805	0			61,502	369,000	1,112,782	-900,657	10,431,452
2039	10,431,452		177,858	18,000	195,858	353,448		117,247	168,029	42,007	4,901	0			64,270	369,000	1,118,902	-923,044	9,508,408
2040	9,508,408		161,186	18,000	179,186	352,586		117,247	171,390	42,847	4,999	0			67,162	369,000	1,125,231	-946,045	8,562,363
2041	8,562,363		144,099	18,000	162,099	351,724		117,247	174,817	43,704	5,099	0			70,184	369,000	1,131,776	-969,677	7,592,686
2042	7,592,686		126,583	18,000	144,583	350,862		117,247	178,314	44,578	5,201	0			73,343	369,000	1,138,545	-993,961	6,598,725
2043	6,598,725		108,629	18,000	126,629	350,000		117,247	181,880	45,470	5,305	0			76,643	369,000	1,145,545	-1,018,916	5,579,809
2044	5,579,809		91,279	18,000	109,279	349,138			185,518	46,379	5,411	0			80,092	369,000	1,035,538	-926,259	4,653,550
2045	4,653,550		74,539	18,000	92,539	348,276			189,228	47,307	5,519	0			83,696	369,000	1,043,026	-950,487	3,703,063
2046	3,703,063		57,360	18,000	75,360	347,414			193,012	48,253	5,630	0			87,462	369,000	1,050,771	-975,411	2,727,652
2047	2,727,652		39,731	18,000	57,731	346,552			196,873	49,218	5,742	0			91,398	369,000	1,058,783	-1,001,052	1,726,599
2048	1,726,599		21,637	18,000	39,637	345,690			200,810	50,203	5,857	0			95,511	369,000	1,067,071	-1,027,433	699,166
2049	699,166		6,170	18,000	24,170				204,826	51,207	5,974	0			99,809	369,000	730,816	-706,647	-7,481



AGENDA ITEM SUMMARY

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

11
1/3/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-3-22

REGULAR AGENDA ☒ Meeting Date: 1-11-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Code Chapter 3.05, Rules of the Board, Section .070 states, "The Board of Clallam County Commissioners shall appoint, by resolution, a Clerk who shall attend its meetings and keep a record of its proceedings. The Board may appoint an alternate person to act as Clerk when the appointed Clerk is unable to attend meetings."

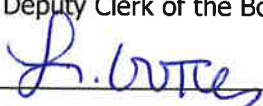
It is desirable to have a Deputy Clerk appointed to attest records and act as back-up in the absence of the Clerk of the Board.

Rachel Weed is appointed Deputy Clerk of the Board effective upon adoption of this resolution.

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 Resolution appointing Rachel Weed as Deputy Clerk of the Board.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: December 20, 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)

Deputy Clerk of Board Rachel Weed
Revised: 3-04-2019

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



RESOLUTION _____, 2022

APPOINTING RACHEL WEED DEPUTY CLERK OF THE BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County Code Chapter 3.05, Rules of the Board, Section .070 states, "The Board of Clallam County Commissioners shall appoint, by resolution, a Clerk who shall attend its meetings and keep a record of its proceedings. The Board may appoint an alternate person to act as Clerk when the appointed Clerk is unable to attend meetings."
2. It is desirable to have a Deputy Clerk appointed to attest records and act as back-up in the absence of the Clerk of the Board.

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

1. Rachel Weed is appointed Deputy Clerk of the Board effective upon adoption of this resolution.
2. She will assist with the Clerk's duties and, in her absence or with permission, shall perform the duties of the Clerk of the Board.

PASSED AND ADOPTED this 11th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

12
1/3/22

Department: BOCC

WORK SESSION ☒ Meeting Date: January 3, 2022

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

1. The Climate Advisory Group has determined that an emissions inventory needs to be completed as soon as possible to inform the County's county planning efforts. Completion of an emissions inventory will allow Clallam County to take full advantage of NODC's climate resilience planning.
2. The Climate Advisory Group has determined that current county staff does not have the necessary time nor expertise required to efficiently complete an emissions inventory in 2022.
3. It is estimated that an emissions inventory conducted by an outside consultant will cost between \$30,000 and \$50,000.
4. The Climate Advisory Group would like to request informal proposals from consultants for emissions inventories. The request for informal proposals will inquire as to the following:
 - a. Type of emissions inventory the consultant recommends for Clallam County (i.e. a territorial greenhouse gas inventory, a consumption based inventory, etc.);
 - b. The platform, software, and/or methodologies the consultant will use to perform the inventory;
 - c. Whether the consultant has any experience working with local jurisdictions;
 - d. The availability of the consultant to start the inventory in 2022;
 - e. The estimated length of time to complete the inventory; and
 - f. The cost of the inventory.
5. Once the informal proposals are received, the Climate Advisory Group will present the proposals to the BOCC and make recommendations as to which consultant, if any, should conduct the inventory.

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

Jan 3 Agenda Item Summary Climate Advisory Group

** 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?** ☐

None at this time.

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

Approve the Climate Advisory Group's request to solicit informal bids for an emissions inventory.

County Official signature & print name: Elizabeth Stanley



Name of Employee/Stakeholder attending meeting: Clea Rome, Cathy Lear, Elizabeth Stanley

Relevant Departments: BOCC

Date submitted: 12/21/2021

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

Jan 3 Agenda Item Summary Climate Advisory Group

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

Revised: 3-04-2019



AGENDA ITEM SUMMARY

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

13
1/3/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 01-03-22

REGULAR AGENDA ☒ **Meeting Date:** 01-11-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the North Pacific Coast MRC due to expired terms.

Mary Ellen Winborn – Department of Community Development Director recommends the reappointment of Alice Ryan and Katie Krueger North Pacific Coast Marine Resources Committee.

No other application were received.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 12-28-21

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



RESOLUTION _____, 2022

REAPPOINTING MEMBERS TO THE NORTH PACIFIC COAST MARINE RESOURCES
COMMITTEE FOR WESTERN CLALLAM AND JEFFERSON COUNTIES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Resolution 78 adopted by the Board of Commissioners on September 15, 2009 created the North Pacific Coast Marine Resources Committee.
2. Vacancies exist on the Committee due to expired terms.
3. A press release was issued in November 2020 soliciting applications from interested citizens, and the current members whose terms are expiring was notified. No applications were received.
4. The current members with the expiring term advised the Commissioner's Office in writing that they were interested in continuing service and asked to be considered for another term.
5. Department of Community Development Director endorses the reappointment of Alice Ryan and Katie Krueger to the North Pacific Coast Marine Resources Committee.

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

1. **Alice Ryan** is reappointed to the Clallam County Citizen (Recreational Groups) for a term ending December 31, 2023.
2. **Katie Krueger** is reappointed to the Clallam County Citizen (Scientific Community) for a term ending December 31, 2023.

PASSED AND ADOPTED this 11th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: A22.164
Appointee
DCD
Tami Pokorny - Jefferson



AGENDA ITEM SUMMARY

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

14
1/3/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 01-03-22

REGULAR AGENDA ☒ Meeting Date: 01-11-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exist on the Behavioral Health Advisory Board due to a resignation of the Sheriff's Office representative Don Wenzl.

Kevin LoPiccolo – Health and Human Services Director and Sheriff Benedict recommends the appointment of Amy Bundy as the new Sheriff's Office representative to the Behavioral Health Advisory 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?** ☐
None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health and Human Resources Department

Relevant Departments: Board of Commissioners, Health and Human Services Department, Sheriff's Office

Date submitted: 12-28-21

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



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to a resignation of the Sheriff's Office representative Don Wenzl.
2. Sheriff Benedict endorses the appointment of Amy Bundy to the Behavioral Health Advisory Board.
3. Health and Human Services Director endorses the appointment of Amy Bundy to the Behavioral Health Advisory Board.

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

1. **Amy Bundy** is appointed as the Sheriff's Office representative for a standing term.

PASSED AND ADOPTED this 11th day of January, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.52
Appointee(s)
HHS