



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, December 20, 2021 – 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 acknowledging receipt of final districting plan as submitted by the Districting Master(s) and approved by the Districting Commission (3a)*

Resolution 

3. Agreement with Department of Commerce for the 20210 Violence Against Women STOP Grant (2a)*

Agreement 

4. Agreement with Environmental Systems Research Institute, Inc. for GIS upgrade

Agreement 

5. Approval to move forward with the application for Affordable Housing 2060 Emergency Fund

Approval 

6. Contract with Department of Health for Public Health Services

Contract 

7. Contract amendment 24 with Department of Health for COVID and Foundational Public Health Services

Contract amendment 24 

8. Agreement with Tacoma-Pierce County Health Department for food worker Card education platform services (2k)*

Agreement 

Public Works

9. State of Washington Resolution designating applicant agent form for Dungeness Off-channel Reservoir Project (5a)*

Resolution 

10. Pre-application questionnaire for FEMA Building Resilient Infrastructure and Communities (BRIC) Grant for the Dungeness Off-channel Reservoir Project

Pre-application questionnaire 

Board of Commissioners

11. Resolution reappointing Tayler McCrorie to the Behavioral Health Advisory Board

Resolution 

12. Resolution reappointing Ann Simpson to the Homelessness Task Force

Resolution 

13. Resolution reappointing Elizabeth Pratt and appointing Marsha Melnick to the Olympic Area Agency on Aging Advisory Council

Resolution 

14. Corrected Resolution appointing Raymond W. Kirk to the Marine Resources Committee (3b)*

Corrected Resolution 

15. Resolution designating Commissioner involvement on advisory boards

Resolution 

16. Discussion on Evergreen Forest County Group

Discussion 

Budget

17. Resolution creation of new agency fund – state sales and use tax (3c)*

Resolution 

18. Agreement with Black Ball Transportation, Inc. (2c)*

Agreement

19. Agreement amendment 1 with Clallam County PUD for American Rescue Plan Act Funds (2d)*

Agreement amendment 1

20. Agreement amendment 1 Clallam County Economic Development Council for American Rescue Plan Act funds (2e)*

Agreement amendment 1

21. Review the "How Did We Do" reports comparing each month's actual performance against the 2021 Annual Budget

Review the "How Did We Do"

General Discussion/Items for Future Agendas

- A. CASA update (January 3)
- B. ADU Ordinance update and call for hearing (January 10)
- C. Clallam County Charter discussion (January 10)
- D. Continued Work Session – Topic TBD (January 10 at 1 p.m.)
- E. Marine Resources Committee update (February 14)
- F. Continued Work Session – Topic TBD (February 14 at 1 p.m.)
- G. 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
12/20/21
30

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-20-21

REGULAR AGENDA ☒ Meeting Date: 12-21-21

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:

Resolution 6, 2021 appointed Walter W. Livingston, Ernest J. Teichert, Bradley J. Collins, Beverly Hetrick-Oosterveld and James F. McEntire, Jr. to the Districting Commission in accordance with Clallam County Charter Section 7.40.

The Districting Commission entered into an agreement with Gene H. Unger and Donald L. Corson on April 26, 2021 to perform the duties of Districting Master for 2021.

The Districting Commission fulfilled its duties and approved the Final Districting Plan as presented by the Districting Master(s) on December 13, 2021 under Districting Commission Resolution DC2021-001.

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?)
Resolution acknowledging receipt of the final Districting Plan as submitted by the Districting Master and approved by the Districting Commission.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-13-21

- * 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)

Districting Commission Final Plan
Revised: 3-04-2019



RESOLUTION _____, 2021

ACKNOWLEDGING RECEIPT OF FINAL DISTRICTING PLAN AS SUBMITTED BY THE DISTRICTING MASTER(S) AND APPROVED BY THE DISTRICTING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Resolution 6, 2021 appointed Walter W. Livingston, Ernest J. Teichert, Bradley J. Collins, Beverly Hetrick-Oosterveld and James F. McEntire, Jr. to the Districting Commission in accordance with Clallam County Charter Section 7.40.
2. The Districting Commission entered into an agreement with Gene H. Unger and Donald L. Corson on April 26, 2021 to perform the duties of Districting Master for 2021.
3. The Districting Commission fulfilled its duties and approved the Final Districting Plan as presented by the Districting Master on December 13, 2021 under Districting Commission Resolution DC2021-001 (copy attachment).

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

1. Acknowledge receipt of the attached Final Districting Plan as presented by the Districting Master(s) and approved by the Clallam County Districting Commission (copy attached).
2. The Districting Commission appointments are expired. Their task has been completed.

PASSED AND ADOPTED this twenty-first day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



DISTRICTING COMMISSION RESOLUTION _____, 2021

SELECTION OF THE FINAL DISTRICTING PLAN AS SUBMITTED BY THE DISTRICTING MASTER(S) AND APPROVED BY THE DISTRICTING COMMISSION

THE CLALLAM COUNTY DISTRICTING COMMISSION finds as follows:

1. Resolution 6, 2021 appointed Walter W. Livingston, Ernest J. Teichert, Bradley J. Collins, Beverly Hetrick-Oosterveld and James F. McEntire, Jr. to the Districting Commission in accordance with Clallam County Charter Section 7.40.
2. The Commission entered into an agreement with Gene H. Unger and Donald L. Corson on April 26, 2021 to perform the duties of Districting Master.
3. The Districting Commission held a series of public hearings on November 16, 2021 and November 18, 2021 to take public comment on the proposed alternatives presented by the Districting Masters.
4. The Districting Commission fulfilled its duties and recommends **alternative C** (November 29, 2021) as the Final Districting Plan as presented by the Districting Master(s).

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

1. The Districting Commission approves **alternative C** (November 29, 2021) as the Final Districting Plan (attached).
2. The Districting Commission requests that the Clerk forwards the Final Districting Plan to the Board of Commissioners; Clallam County Auditor and County Administrator as notification that the Districting Commissioner duties and Districting Master contract have been completed.
3. The Districting Commission appointments are expired, their task has been completed.

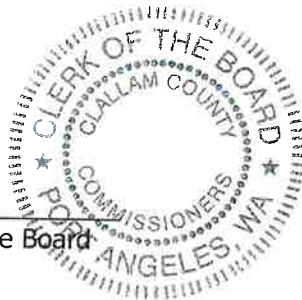
PASSED AND ADOPTED this 13th day of December 2021

CLALLAM COUNTY DISTRICTING COMMISSION

Handwritten signature of Ernest J. Teichert in blue ink.
Ernest J. Teichert, Chair

ATTEST:

Handwritten signature of Loni Gores in blue ink.
Loni Gores, CMC, Clerk of the Board



Attachment

**Clallam County
Redistricting
2021**

**Redistricting Preliminary Selection
From 29 November, 2021
For Hearing 13 December, 2021**
Revised Map of District 1 and 2 Boundary

**Districting Masters
Don Corson
Gene H. Unger**

Preliminary Selection

November 29, 2021

After a thorough review of several alternatives and consideration of significant public input, the Redistricting Commission has selected the alternative discussed below as preferred. Additional public comment regarding this alternative will be taken thorough **December 13**. If the Redistricting Commission continues to believe this alternative to be the best one in light of all Clallam County Charter requirements, the Redistricting Commission will forward this recommendation to the Clallam County Commissioners for adoption.

Preliminary Selection

Please see attached maps and precinct tables for orientation.

Carlsborg, Lost Mountain and Riverside precincts would be moved from Commissioner District 1 to Commissioner District 2. Port Angeles precinct 106 would be moved from Commissioner District 2 to Commissioner District 3.

Selection Rationale

Commissioner District boundaries are required to be reviewed after every ten-year federal census. Boundaries are to hold for ten years. The Clallam County Charter identifies in Section 7.40 the criteria for review and modifications if needed. These criteria are: each Commissioner District must be within 5% of each other in population; the boundaries are to be generally north-south; precincts should be continuous; and precincts should be intact. Of these, the Charter indicates a priority be given to population equity.

Preliminary District Commissioner boundary changes would comply with Charter requirements and especially the below 5% population difference between districts. (See attached Table) The proposed district populations would range between 25,180 to 26,099 and the percentage difference between districts would range between .86% and 3.65%.

2020 Population by Precinct

Alternative C Preliminary Selection

Commissioner District 1		Commissioner District 2		Commissioner District 3	
2020		2020		2020	
Bell Hill	858	Agnew	1014	Beaver	1019
Blyn	1140	Bellevue North	1643	Black Diamond	666
Cline	1152	Blue Mountain	1491	Bogachiel	838
Coyote	1135	Bluffs	801	Clallam Bay	1648
Diamond Point	1046	Clark	678	Dry Creek	1501
Dungeness East	1073	Deer Park	1230	Elwha	344
Dungeness West	627	Fairview	1318	Forks 301	1737
Eagle	1025	Monterra	1091	Forks 302	1598
Elk	322	Mount Angeles	635	Freshwater Bay	1646
Happy Valley	811	Mount Pleasant	1058	Joyce	1453
Jamestown	807	O'Brien	1064	Madison Creek	533
		Port Angeles 101	1196	Neah Bay	1752
Macleay	1248	Port Angeles 102	2082	Port Angeles 108	1515
Miller Peninsula	583	Port Angeles 103	1692	Port Angeles 109	1826
Olympic	839	Port Angeles 104	1309	Port Angeles 110	786
Port Williams	678	Port Angeles 105	1821	Port Angeles 111	1680
Prairie North	982			Port Angeles 112	1436
Prairie South	1309	Port Angeles 107	1899	Port Angeles 113	1514
		Robin Hill	1125	Quileute	717
				Sun	463
Sequim 401	924	Precincts moved from District 1 to 2		Precinct moved from District 2 to 3	
Sequim 402	1642				
Sequim 403	1501				
Sequim 404	1671				
Sequim 405	1254				
Sequim 406	1032	Carlsborg	1171	Port Angeles 106	1204
Sunland North	921	Lost Mountain	750		
Sunland South	600	Riverside	1031		
TOTAL 2021	25,180	TOTAL 2021	26,099	TOTAL 2021	25,876

25,718

District 1 and 2 3.65 %

District 2 and 3 0.86 %

District 3 and 1 2.76 %

2021 Population

77,155



Commissioner Districts 1 & 2

Precincts

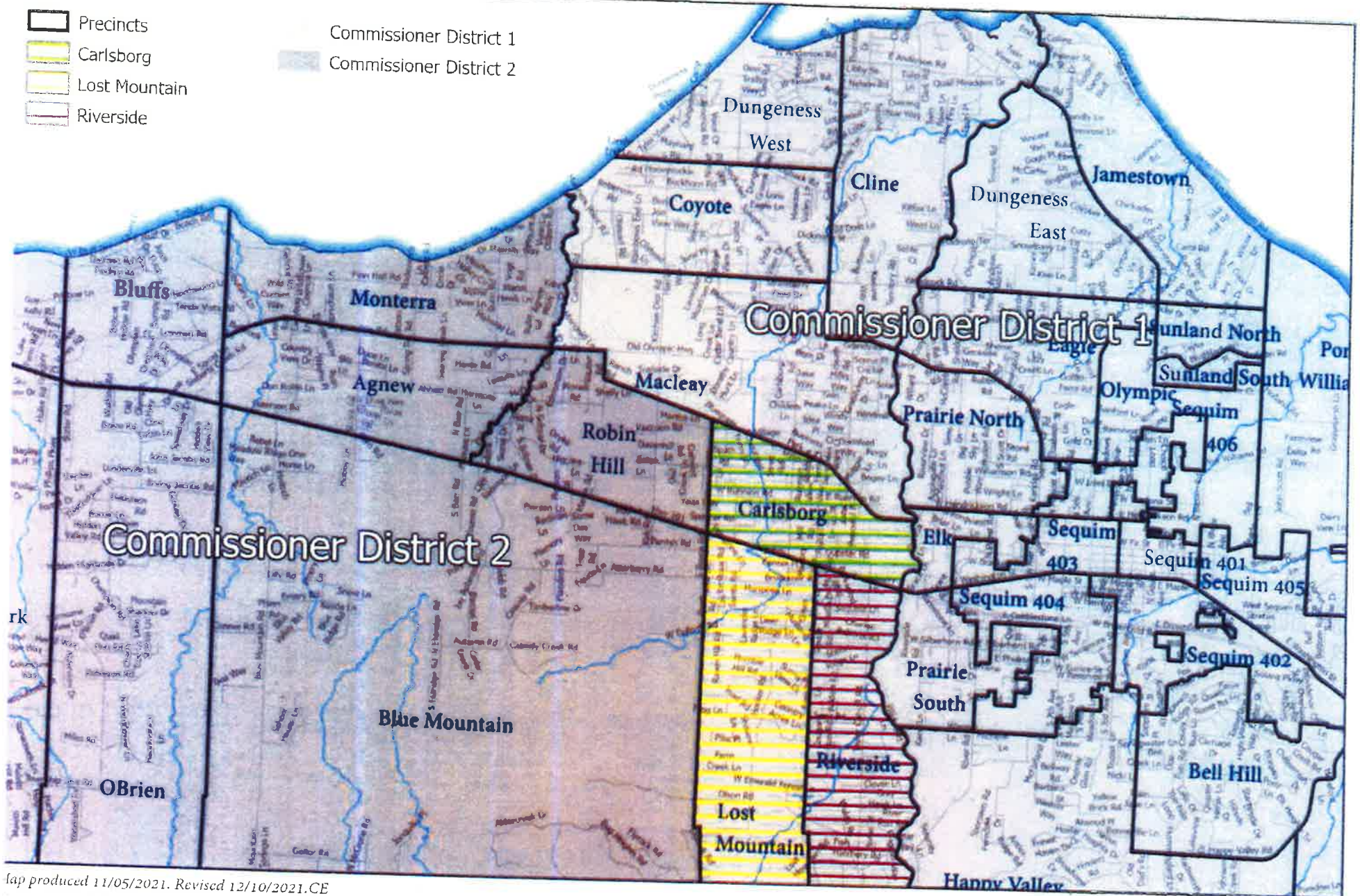
Carlsborg

Lost Mountain

Riverside

Commissioner District 1

Commissioner District 2



Map produced 11/05/2021. Revised 12/10/2021.CE

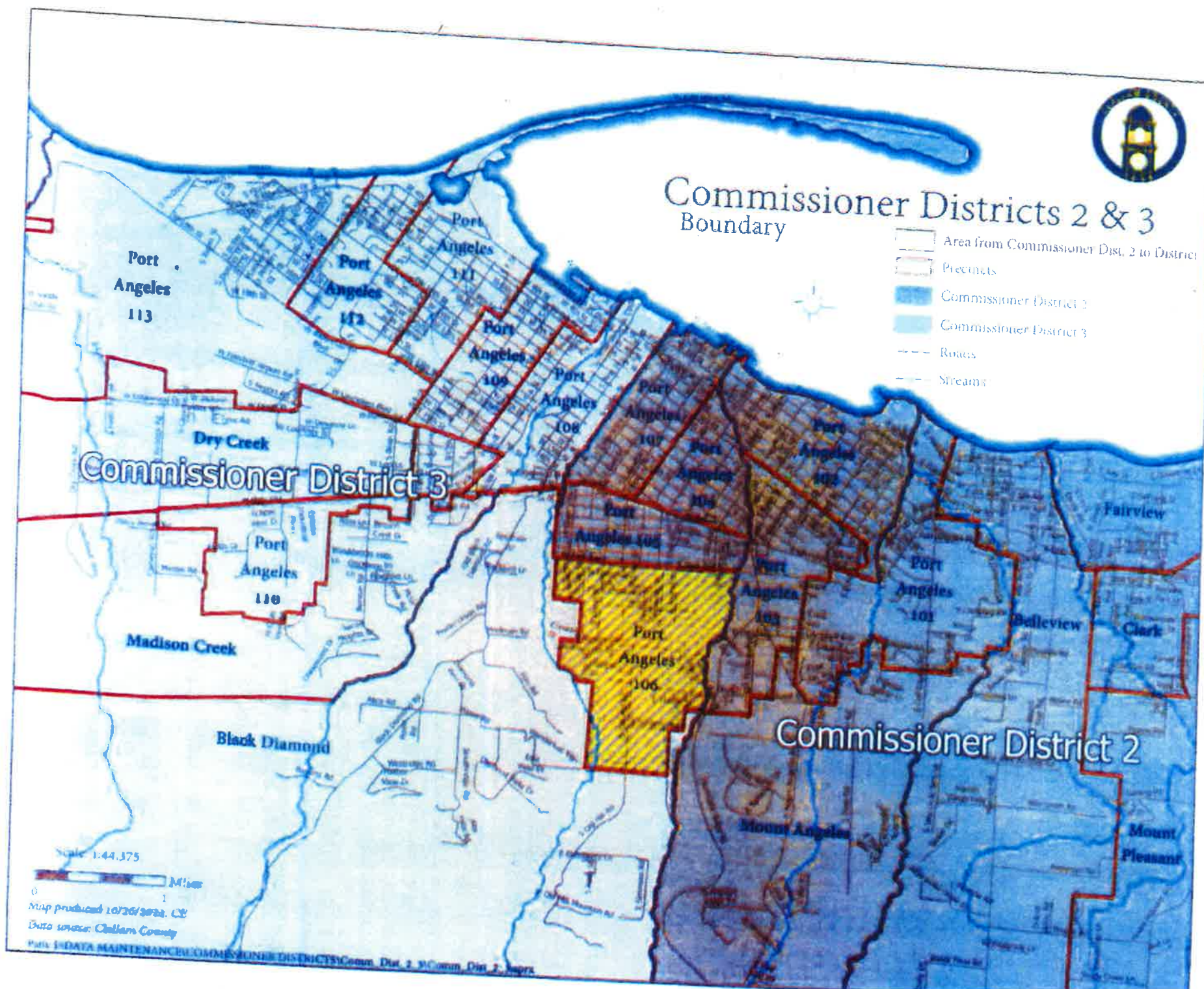
data source: Clallam County GIS

0 0.5 1 Miles



Commissioner Districts 2 & 3 Boundary

- Area from Commissioner Dist. 2 to District
- Precincts
- Commissioner District 2
- Commissioner District 3
- Roads
- Streams



Scale 1:44,375
1 Mile

Map produced 10/26/2022, CE
Data source: Clallam County

Path: J:\DATA MAINTENANCE\COMMISSIONER DISTRICTS\Comm. Dist. 2 & 3\Comm. Dist. 2 & 3.mxd



AGENDA ITEM SUMMARY

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

3
12/20/21
2a

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 12/20/21

REGULAR AGENDA ☒ **Meeting Date:** 12/21/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-21-06 |
| ☐ Resolution | ☐ Proclamation |
| ☐ Draft Ordinance | ☐ Final Ordinance |
| | ☐ Budget Item |
| | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal of the Violence Against Women STOP Grant Program for the period 01/01/22-12/31/22 in the amount of \$16,417. This grant is awarded from the Washington State Department of Commerce. This grant provides reimbursement funds for law enforcement training and equipment to the Clallam County Sheriff's Office, Port Angeles and Sequim Police Departments to help improve the community response to violence against women.

The breakdown of the grant funding is as follows:

Clallam County - \$1,500 for tripods for deputies to electronically record interviews in the field, \$5,310 for training costs, \$1,802 Grant Coordinator salary/benefits, and \$601 for indirects.

Port Angeles - \$4,604 for training costs

Sequim - \$2,600 for training costs

There is a match requirement of \$5,473 which is met by calculating the salary and benefits of the officers and deputies while at the trainings.

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

A budget change form will be submitted in January 2022 to add this supplemental funding to the 00100.811 Sheriff's Operations budget.

Recommended action:

Approval 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: 12/15/21

* 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)

FACE SHEET

Grant Number: F21-31103-040

County Contract #811-21-06

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 Sheriff's Office	
3. Grantee Representative Elizabeth Waknitz Administrative Specialist Phone: (360) 417-2393 Email: Ewknitz@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 33.33%
10. Tax ID # N/A	11. SWV # SWV0000200-05	12. UBI # 054004559	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 (EEO) 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  Name Chair Title Date		FOR COMMERCE Diane Klontz, Assistant Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019 APPROVAL ON FILE	

Approved as to form only by:


 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

**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. **F21-31103-040** 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 recipients 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 individuals' 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 Sheriff's Office
Agency Name

Alice Hoffman
Name of Authorized Official

[Signature]
Signature of Authorized Official

Chief Civil Deputy
Title of Authorized Official

12.15.21
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 Sheriff's Office

Agency Name

Alice Hoffman
Name of Authorized Official

Chief Civil Deputy
Title of Authorized Official

[Signature]
Signature of Authorized Official

12-15-21
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 Sheriff'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: Elizabeth Waknitz, Administrative Specialist

Telephone Number: (360) 417-2393

E-Mail Address: EWaknitz@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, Alice Hoffman [responsible official],
certify that Clallam County [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.

Alice Hoffman
Print or Type Name and Title

[Signature]
Signature

12-15-21
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 Sheriff's Office

Agency Name

Alie Hoffman

Name of Authorized Official

[Signature]

Signature of Authorized Official

Chief Civil Deputy

Title of Authorized Official

12-15-21

Date

SCOPE OF WORK**January 1, 2022 through December 31, 2022**

Clallam County Sheriff'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 Sheriff'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:

- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
- attend local and/or national training sessions;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence 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	\$ 1,335.00
Benefits	\$ 467.00
Subgrantees	\$ 7,204.00
Goods and Services	\$ 6,810.00
Indirect	\$ 601.00
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.



AGENDA ITEM SUMMARY

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

4
12/20/21

Department: IT / GIS

WORK SESSION ☒ Meeting Date: December 20

REGULAR AGENDA ☒ Meeting Date: January 4

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

Item summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # P.O. **GIS20211206**
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

upgrade to GIS Services.

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

This submittal is for signature nly by BOCC. Project was previously presented, discussed and approved in June 2021. Funds for this ESRI upgrade to County geospatial and visioning are available in existing 2021 IT CapitalUpgrade budget. BOCC signature is needed on P.O. as amount is over Department signatory limit.

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

Request BOCC sign attached approved Purchase Order.

County Official signature & print name:  Mark Doten, IT Director

Name of Employee/Stakeholder attending meeting: M. Doten and/or C. Theismann

Relevant Departments: _Information Technology / Graphic Information System_

Date submitted: December 15, 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)



CLALLAM COUNTY
Information Technology Department
223 East Fourth Street, Suite 13 Port Angeles, WA 98362-3015 360.417.2346
Mark Doten

12/06/2021

ESRI Inc. (0000532)

380 New York Street
Redlands, CA 92373

Attn: Cara Golde cgolde@esri.com
Phn: 909.793.2853 ext 6183
Fax: 909-793-4801

P.O.#.....

Budget#...

SRF#.....

Dept.....

For.....

GIS20211206

30701.411.59418.64.1290

N/A

Geographic Information Systems
(GIS)

ESRI Enterprise Advantage Program
(EEAP)

ESRI Enterprise Advantage program - upgrade to GIS services for Clallam County

Dear Cara:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
97717	ESRI Enterprise Advantage program (EEAP) - visioning and geospatial enablement. per Quotation #Q-449566	95,400.00	1	95,400.00

Subtotal: 95,400.00

8.8% Tax: 0.00

Shipping: 0.00

Total: 95,400.00

Please apply any additional bid discounts and confirm the availability. **Please bill and ship to the Information Technology Department. Do not ship partial. Please ship complete unless otherwise notified.**

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Doten".

Mark Doten
Information Technology Director

Rich Sill
Clallam County Administrator

Mark Ozias
Clallam County Board of
Commissioners



380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 96383363 Document date : 12/07/2021
Order : 40045074 Delivery :
Customer : 10428
Customer PO : GIS20211206
P.O. Date : 12/06/2021
End User : 10428 County of Clallam
Project : PSE.D020993000 U.C.C. 4160

Invoice

Page : 1

Bill to:

County of Clallam
GIS Dept
co IT Dept
223 E 4th St Ste 13
Port Angeles WA 98362

Ship to:

County of Clallam
Community Development Dept
Courthouse
223 E 4th St Ste 5
Port Angeles WA 98362-3000

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

This invoice is in reference to the Esri Advantage program. For any questions regarding this invoice, please contact Advantageprograminvoicing@esri.com.

Item Subtotal 95,400.00

Total: USD 95,400.00

amt: \$95,400

inv# 96383363

usult# 0000532

BARS 30701.41159418.64.1290

P.O# GIS20211206

Esri EEAP - GIS/IT visioning
and Geospatial Enablement

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: 1496150335

County of Clallam
GIS Dept
co IT Dept
223 E 4th St Ste 13
Port Angeles WA 98362

Invoice: 96383363 Document Date: 12/07/2021
Payer: 10428 Total: USD 95,400.00



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/25/2021 To: 2/21/2022*

Quotation # Q-449566

Date: December 2, 2021

Customer # 10428 Contract #

County of Clallam
GIS Dept
223 E 4th St Ste 13
Port Angeles, WA 98362-3000

ATTENTION: Chad Theismann
PHONE: 360-417-2260
EMAIL: ctheismann@co.clallam.wa.us

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$95,400.00	\$95,400.00

Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Technical Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Subtotal: \$95,400.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$95,400.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

GLOCKH

This offer is limited to the terms and conditions incorporated and attached herein.

Advantage Program Agreement



Agreement No. _____

This Advantage Program Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at <https://www.esri.com/legal/software-license>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

CLALLAM COUNTY, INFO TECH / GIS DEPT

(Customer)

Legal Address: 223 E. 4th Street, Suite 13

By: Mark Doten

Authorized Signature

Printed Name: MARK DOTEN

Title: I.T. DIRECTOR

Date: DEC. 6, 2021

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Customer Contact Information

Contact: MARK DOTEN, I.T. DIRECTOR

Telephone: 360-417-2345

Address: 223 E. 4TH ST., STE 13

Fax: _____

City, State, ZIP: PORT ANGELES, WA 98382

Email: MDOTEN@CO.CLALLAM.WA.US

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 PROFESSIONAL SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

2.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

2.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.

- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

3.0 ESRI MANAGED CLOUD SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

4.0 TRAINING

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the Customer's learning management system.

- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their learning management system.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.

4.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

4.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

4.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;

- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

4.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

4.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

4.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

4.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>

- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>

5.0 ADVANTAGE PROGRAM

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

5.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

5.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____

Email: _____
Telephone: _____
Fax: _____

5.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

5.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

5.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

5.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

5.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

5.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. *Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.*

5.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

Signature: 
Mark Doten (Dec 7, 2021 11:59 PST)

Email: mdoten@co.clallam.wa.us

CountyofClallamWAAProgram

Final Audit Report

2021-12-07

Created:	2021-12-07
By:	TESS TEEL (TTEEL@CO.CLALLAM.WA.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0FaSrPwxPH_ssSynl2yHdEnz2p4mfZZD

"CountyofClallamWAAProgram" History

-  Document created by TESS TEEL (TTEEL@CO.CLALLAM.WA.US)
2021-12-07 - 7:57:15 PM GMT- IP address: 107.77.205.216
-  Document emailed to Mark Doten (mdoten@co.clallam.wa.us) for signature
2021-12-07 - 7:58:01 PM GMT
-  Email viewed by Mark Doten (mdoten@co.clallam.wa.us)
2021-12-07 - 7:58:52 PM GMT- IP address: 64.146.218.98
-  Document e-signed by Mark Doten (mdoten@co.clallam.wa.us)
Signature Date: 2021-12-07 - 7:59:32 PM GMT - Time Source: server- IP address: 64.146.218.98
-  Agreement completed.
2021-12-07 - 7:59:32 PM GMT



5
12/20/21

AGENDA ITEM SUMMARY

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

Department: Clallam County Health and Human Services

WORK SESSION ☒ **Meeting Date: 12.20.21**

REGULAR AGENDA ☒ **Meeting Date: 01.04.22**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance
Application Opening | ☐ Final Ordinance | ☒ Other Affordable Housing 2060 Emergency |

Documents exempt from public disclosure attached: ☐

Executive summary:

In January of 2021 a RFP was released for Affordable Housing & Homeless Housing and Assistance Funds for the funding period of July 1, 2021 through June 30, 2023. A total of \$170,000.00 was available in Affordable Housing 2060 funds over the two year funding cycle (\$85,000.00 per calendar year). A total of \$149,624.00 was received in requests through proposals and the same amount was awarded. This left \$20,376.00 in available Affordable Housing 2060 funding.

The Homelessness Task Force (HTF) requested an Emergency Fund be created for the remaining Affordable Housing 2060 dollars. Upon review of the Affordable Housing 2060 fund reserve, \$19,624.00 was added to the Affordable Housing 2060 Emergency Fund for a total of \$40,000.00. HTF requested the Affordable Housing 2060 Emergency Fund applications be processed through the HHS department to assist in expediting the process.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds are in the HHS 2022 budget.

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

County Official signature & print name:  KEVIN LaRocca

Name of Employee/Stakeholder attending meeting: Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12/9/21

* 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)



Affordable Housing 2060 Emergency Fund Application Instructions & Guidelines 2022 Clallam County

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

Applications must be received at the Clallam County Health & Human Services Offices, 111 East 3rd Street, 2nd Floor, Port Angeles WA 98362 between January 5, 2022 and December 1, 2022.

In January of 2021 a Request for Proposals (RFP) was released for Affordable Housing & Homeless Housing and Assistance Funds for the funding period of July 1, 2021 through June 30, 2023. A total of \$170,000.00 was available in Affordable Housing 2060 funds over the two year funding cycle (\$85,000.00 per calendar year). A total of \$149,624.00 was received in requests through proposals and the same amount was awarded. This left \$20,376.00 in available Affordable Housing 2060 funding.

During the presentation of funding recommendations, the Homelessness Task Force (HTF) requested an Emergency Fund be created for the remaining Affordable Housing 2060 dollars. Upon review of the Affordable Housing 2060 fund reserve, \$19,624.00 was added to the Affordable Housing 2060 Emergency Fund for a total of \$40,000.00.

Due to the HTF meeting on a quarterly basis and the timeliness of emergencies the HTF requested the Affordable Housing 2060 Emergency Fund be processed through the Health and Human Services department to assist in expediting the process. Once an application for the Affordable Housing 2060 Emergency Fund is received by Health and Human Services it will be reviewed by the Behavioral Health and Homeless Program Coordinator and Deputy Director. Staff may communicate directly with the applicant to clarify any aspects of the application. If an application is determined to be appropriate use of the fund and an appropriate emergency (see details of **Permissible Uses of Funding** on page 3) applicants will be notified by Health and Human Services staff of the acceptance or denial of their application. Applications that are not deemed as an emergency or appropriate use of funding will be denied.

The application for Affordable Housing 2060 Emergency Funds can be found here: <http://www.clallam.net/HHS/> and will be accepted between January 5, 2022 and December 1, 2022 while funds remain. In the event Affordable Housing 2060 Emergency Funds are fully spent, the application will close. In the event that Affordable Housing 2060 Emergency Funds are not scheduled to be fully spent by December 2, 2022, the remaining funds will be reviewed and a new application may be made available.

Available Funding: \$40,000.00.

Submit the application to:

Clallam County Health & Human Services
Attn: Behavioral Health & Homelessness Program Coordinator
111 E 3rd Street, 2nd Floor
Port Angeles WA 98362

All applications must include:

- One (1) original
- Two (2) copies
- ATTACHMENT A – Application Summary
- ATTACHMENT B – Narrative Template
- ATTACHMENT C – Project Budget Form
- Electronic word version of the proposal must be sent to Jenny Oppelt at joppelt@co.clallam.wa.us

Documents delivered to other offices and received late by the Health & Human Services Office will not be considered nor will ones only received by e-mail. Submittals made in an incorrect format will not be considered.

Contract Requirement – In order to be a recipient of Affordable Housing Funds, a contract is required between Clallam County and the receiving Agency/applicant.

Reporting – Recipients are required to submit project progress reports with billing invoices.

AFFORDABLE HOUSING FUNDS (2060)

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

Permissible Uses of Funding

Funding must be distributed for programs and services as written in the local homeless housing plan <http://www.clallam.net/HHS/HTF/index.html> or as outlined in SHB 2060 (RCW 36.22.178) which are:

Eligible activities:

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

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

For the use of the application for the Affordable Housing 2060 Emergency Fund an *emergency* is defined as but not limited to a serious, unexpected, and possibly dangerous situation requiring rapid action. An emergency may impact the safety of a program such that it prohibits the program from continuing services without rapid action.

**AFFORDABLE HOUSING 2060 EMERGENCY FUND
APPLICATION SUMMARY**

Organization Name: _____

Proposal Title: _____

Proposal Summary:

Requested Funds Amount: \$ _____

Matching/In-kind Funds Amount: \$ _____

Representative Contact Information:

Name, Title: _____

Mailing Address: _____

Phone(s): _____

Email: _____

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

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

Federal Tax ID Number: _____

Signature

Print Name

Title

Date

**AFFORDABLE HOUSING 2060 EMERGENCY FUND
NARRATIVE**

1. PROJECT DESCRIPTION

Name of Project:

Amount Requested: \$

Project Timeline: Start Date
Completion Date

Provide a brief description of the project:

- A. Describe the emergency that is causing the need for Affordable Housing Emergency Funding:
- B. Describe which goal(s) and priorities of the local homeless plan, legislative activities, and/or Homeless Task Force priorities your project addresses:
- C. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County:
- D. Describe how you verify that units provided by your project will be affordable for households with incomes at or below fifty percent of the area median income:

2. IMPACT OF FUNDS

- A. Describe how project outcomes will be measured:
- B. Are you using any matching funds? If yes, what is the source:
- C. Discuss how this project will be sustained after these funds are exhausted:
- D. Describe the impact of receiving only a portion of the requested funds:

- E. If you received funding in 2021-2023 from Affordable Housing (2060) funds or Homeless Housing and Assistance (2163) funds for this same project, briefly describe the impact the requested funds will have on these projects:

3. AGENCY CAPABILITY

- A. Describe your agency's ability (infrastructure, staff, etc.) to carry out this project:
- B. If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment*.

4. BUDGET

Please include a budget narrative that is descriptive or helpful to explain your proposed expenditures in Attachment D.

**Affordable Housing (2060)
Emergency Fund Budget**

PROJECT BUDGET FORM				
Agency Name: _____		Project Name: _____		
Enter the Associated Cost of your Project				
Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments

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



6
12/20/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** December 20, 2021

REGULAR AGENDA ☒ **Meeting Date:** January 4, 2022

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is the 2022-2024 Washington State Department of Health Consolidated Contract for Public Health Services. Health and Human Services receives the majority of its program funding from State and Federal funds received via this Consolidated Contract. Programs are ongoing functions of the department but because this is a new contract period there are additional forms to approve.

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

Funds are in HHS budget.

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

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: December 15, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy 11301-22-CONCON (new contract) Agenda Item Summary
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

January 1, 2022 – December 31, 2024

CONSOLIDATED CONTRACT

Between

**STATE OF WASHINGTON
DEPARTMENT OF HEALTH**

And

Clallam County Health & Human Services

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CONSOLIDATED CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as "DOH")
and
CLALLAM COUNTY HEALTH & HUMAN SERVICES
(Referred to as "LHJ")
for

THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF

January 1, 2022 through December 31, 2024

1. Purpose

This Contract is entered into in accordance with RCW 43.70.512, RCW 43.70.515, the general statutory powers of the Secretary of the Department of Health (DOH), including at RCW 43.70.020 and .43.70.040, the general statutory powers of local health jurisdictions (LHJs), including at RCW 70.05.060, RCW 70.05.070, RCW 70.08.020, and RCW 70.46.060, the authority for joint or cooperative action provided for under chapter 39.34 RCW, and the LHJ's home rule charter authority. The purpose of this Contract is to define the parties' joint and cooperative relationship. The contract and all statements of work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH.

2. Statements of Work

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract shall be mutually agreed to and issued as Exhibit A, Statements of Work, subsequent to the execution of this Contract. The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth.

3. Exhibits

This Contract shall incorporate mutually agreed to and issued amendments throughout the Contract term, as the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B - Allocations

4. Definitions

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

"Assistance Listing Number": The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

"Budget, Accounting, and Reporting System (BARS)": The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

"Client": An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

"Confidential Information": Information protected from disclosure under federal or state law.

"Contract Coordinator": Each party's designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more, or as otherwise stated.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Exhibit A, Statements of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in Exhibit A, Statements of Work, not to exceed funding amounts as detailed in Exhibit B, Allocations (as executed).

The LHJ will advise the Program Contact identified in the applicable Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.
- C. Total consideration for this Contract shall be modified by mutually agreed to amendments issued on a periodic basis.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located on the DOH website, www.doh.wa.gov. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

D. The LHJ will submit a DOH BARS Financial Report on a DOH-provided template by April 15th for the prior calendar year.

6. Contract Management

Unless otherwise specified in the Contract, the following individuals are the contacts ("Contract Coordinators") for all notices required or permitted under this Contract:

LHJ Contract Coordinator:	DOH Contract Coordinator:
Name: Kevin LoPiccolo	Name: Brenda Henrikson
Title: Director	Title: Contracts Specialist
Mailing Address:	Mailing Address:
111 E. 3 rd Street Port Angeles, WA 98362-3018	PO Box 47905 Olympia, WA 98504-7905
Physical Address:	Physical Address:
Same as above.	101 Israel Rd SE Tumwater, WA 98501-5570
Phone: 360-417-2523 Fax: 360-417-2583	Phone: 360 -236-3933
Email Address: klopiccolo@co.clallam.wa.us	Email Address: brenda.henrikson@doh.wa.gov

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Exhibit A, Statements of Work.

7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

8. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract and subsequent amendments certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH's Contracting Officer, which consent shall not be unreasonably withheld.

10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications and Assurances (page 11)
2. Federal Assurances for Non-Construction Programs (page 15)

11. Confidential Information

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the

work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. If a third-party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

12. Ethics

Both parties and their officers shall comply with all ethics laws applicable to their activities under this Contract, including Chapters 42.23 and 42.52 RCW. If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to the Disputes section of this Contract.

13. Debarment Certification

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

14. Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator's fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget's (OMB's) Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency's regulations.

16. Governing Law and Venue

The laws of the state of Washington govern this Contract. In the event of a lawsuit by the LHJ against DOH arising under this Contract, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DOH against the LHJ arising under this Contract, venue shall be proper only in the county in which the LHJ is located or in either of the two nearest judicial districts within the meaning of RCW 36.01.050.

17. Independent Capacity

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

18. Insurance

The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverages sufficient to cover obligations under this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

19. Licensing, Accreditation, and Registration

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

20. Maintenance of Records

Each party to this Contract shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

21. Modifications and Waivers

This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

22. No Third-Party Rights Created

This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

23. Nondiscrimination

During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the LHJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the LHJ may be declared ineligible for further contracts with DOH. The LHJ 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.

24. Order of Precedence

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

- Applicable state and federal statutes, and local laws, rules and regulations.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

25. Ownership of Material/Rights in Data

Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, at the time of delivery of data furnished under this Contract, 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 Contract. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ's approval, it assumes all liability for doing so.

26. Publications

Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

27. Responsibility for Actions

Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

28. Loss or Reduction of Funding

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH's discretion under those new funding limitations and conditions.

29. Severability

If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

30. Subcontracts

Unless specifically noted as not allowable within a Statement of Work, the LHJ may subcontract any or all of the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.

The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

31. Subrecipient

For those activities designated as “subrecipient” in Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB’s Uniform Guidance at 2 CFR 200, Subparts D (Post Federal Award Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations. If the LHJ expends \$500,000 or more in federal awards from all sources, it is responsible for obtaining appropriate audits. If the LHJ expends \$750,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

32. Survivability

The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Termination for Convenience, Termination for Default, and Termination Procedure.

33. Term

This Contract will be in effect following execution by the parties from January 1, 2022 through December 31, 2024, unless terminated earlier as provided herein.

34. Termination for Convenience

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days’ advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH’s written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH’s written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

35. Termination for Default

(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (30) days of the date of the notice, or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

36. Termination Procedure

Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount determined by DOH’s Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH’s Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the “Disputes” clause of this Contract. DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH’s Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

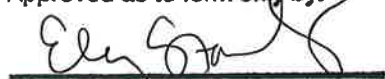
After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent reasonably directed by DOH's Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH's Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as reasonably directed by DOH's Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by DOH's Contracting Officer; and,
- Take such action as may be necessary, or as DOH's Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Title:	Title:
Print Name:	Print Name:
Date:	Date:

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. Have not within a 3-year period preceding this contract 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The Dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
 Department of Health – Office of Financial Services
 PO Box 47901
 Olympia, WA 98504-7901

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, 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 DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph F. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

A. The contractor certifies to the best of its knowledge and belief, that it and its principals:

- 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 contract 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 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 A.2. of this certification; and
- 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	DATE

Federal Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Uniform Guidance at 2 CFR 200, Subpart F.
18. Will comply with 2 CFR 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment – as amended effective August 13, 2020, and any amendments to this section thereafter.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	DATE

Federal Funding Accountability and Transparency Act Data Collection Form

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System number (DUNS®). If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the System for Award Management (SAM) to reduce data entry by both DOH and your organization. You may register with SAM free of charge at www.sam.gov. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

SUBRECIPIENT

1. Legal Name	2. DUNS Number
3. Principle Place of Performance	
3a. City	3b. State
3c. Zip+4	3d. Country

4. Are you registered in SAM? ☐ YES (skip to signature block. Sign, date and return) ☐ NO

5. In the preceding fiscal year did your organization:

- a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/ or cooperative agreements; **and**
- b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/ or cooperative agreements; **and**
- c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☐ NO (skip to signature block. Sign, date and return)

☐ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to the information.

Subrecipient's Authorized Representative Sign & Date

DOH will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number CLH31005

Contract Description (see instructions and example below)

Instructions for Contract Description:

In the first line of the description provide a title for the subrecipient contract that captures the main purpose of the work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the work, how the funds will be used, and what will be accomplished.

Example of a Contract Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.

7
12/20/21



AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** December 20, 2021

REGULAR AGENDA ☒ **Meeting Date:** January 4, 2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-18-CONCON, Amendment #24 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

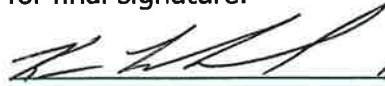
Attached is Consolidated Contract Amendment #24 between Department of Health and Clallam County Health and Human Services, which adds supplemental funding to the HHS 2022 budget for the following:

- Covid-19 Vaccination Services, in the amount of \$150,000;
- Foundational Public Health Services (FPHS), in the amount of \$560,687.

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

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

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: December 15, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy 11301-18-CONCON, Amendment #24 Agenda Item Summary
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

11301-18-CONCON
AMEND # 24

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2018 – 2021 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH18239

AMENDMENT NUMBER: 24

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

- ☐ Adds Statements of Work for the following programs:
- ☒ Amends Statements of Work for the following programs:
- COVID-19 Coordinated Response - Effective July 1, 2020
 - Foundational Public Health Services (FPHS) - Effective July 1, 2021
 - Office of Drinking Water Group A Program - Effective January 1, 2018
- ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-24 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-23 Allocations as follows:

- ☒ Increase of \$705,295 for a revised maximum consideration of \$8,300,198.
- ☐ Decrease of _____ for a revised maximum consideration of _____.

- ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-23 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-22.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY BOARD OF COUNTY
COMMISSIONERS

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Date

Date

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

APPROVED AS TO FORM ONLY
Assistant Attorney General

2018-2021 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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Exhibit A
Statement of Work
Contract Term: 2018-2021

DOH Program Name or Title: COVID-19 Coordinated Response - Effective July 1, 2020

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH18239

SOW Type: Revision Revision # (for this SOW) 5

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State ☐ Other	☐ Research & Development	☐ Fixed Price
☒ Federal *Contractor		

Period of Performance: July 1, 2020 through December 31, 2021

Statement of Work Purpose: The purpose of this statement of work is to provide supplemental funding for the LHJ to ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread of COVID-19

NOTE: Pending execution of a new consolidated contract term or an extension to the 2018-2021 consolidated contracts which currently end December 31, 2021, DOH plans to continue the task activities and funding as noted in the task(s) below in a new or revised statement of work effective January 1, 2022.

Revision Purpose: The purpose of this revision is to add additional funding to FFY20 ELC EDE LHJ ALLOCATION, adjust the funding period for BITV-COVID ED LHJ ALLOCATION- CARES from 07/01/20-12/31/21 to 07/01/20-06/30/21, moving the remaining allocation of BITV-COVID ED LHJ ALLOCATION-CARES to FFY20 ELC EDE LHJ ALLOCATION, and update task language, DCHS-Task 1 & 2

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
BITV-COVID ED LHJ ALLOCATION-CARES	21.019	333.21.01	1897129V	07/01/20	06/30/21	411,368	-411,368	0
FEMA-75 COVID LHJ ALLOCATION	97.036	333.97.03	1897129W	07/01/20	12/30/20	0	0	0
FFY21 COVID19 VACCINE SERVICES-CARES	93.268	333.93.26	74310209	07/01/20	12/31/21	14,582	0	14,582
FFY20 ELC EDE LHJ ALLOCATION	93.323	333.93.32	1987120E	01/15/21	12/31/21	782,083	561,368	1,343,451
FFY19 ELC COVID ED LHJ ALLOCATION	93.323	333.93.32	1987129G	01/01/21	12/31/21	349,731	0	349,731
*MASS VACCINATION FEMA 100%	97.036	333.97.03	934V0200	01/21/21	12/31/21	0	0	0
COVID 19 VACCINES	93.268	333.93.26	74310229	07/01/20	12/31/21	359,803	0	359,803
TOTALS						1,917,567	150,000	2,067,567

Task Number	Task/Activity/Description	* May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and or other preparedness and response activities for COVID-19.				
	Examples of key activities include:				
	- Incident management for the response - Testing - Case Investigation/Contact Tracing				

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Sustainable isolation and quarantine - Care coordination - Surge management - Data reporting NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations and contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19. DCHS COVID-19 Response - Tasks 1 and 2 – Unspent ELC funding can be carried forward into new contract term effective January 1, 2022.				
1	Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the "Budget narrative Template", "Budget Guidance" and any other applicable documents that may be identified. DOH does recognize the public health response goes beyond December 2021 and authorizes local health jurisdictions the ability to maximize funding streams available to them by using short term funding first to have longer term funding available to continue to support the local health jurisdiction response activities beyond December 2021 as applicable.		Submit the budget plan and narrative using the template provided.	Within 30 days of receiving any new award for DCHS COVID-19 Response tasks.	Reimbursement of actual costs incurred, not to exceed \$1,693,182 \$1,240,866 total. \$411,368 BITV- COVID-ED LHI ALLOCATION- CARES Funding (MI 1897129V)
2	1) LHI Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHI must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH. a. Allocate enough funding to ensure the following Contact Tracing and Case Investigation Support: Hire a minimum of 1.0 data entry FTE to assure system requirements for task 2.1.a. i. Contact tracing 1. Strive to maintain the capacity to surge a minimum of five (5) contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and		Data collected and reported into DOH systems daily. Enter all contact tracing data in CREST following guidance from-DOH.	Enter performance metrics daily into DOH identified systems Quarterly performance reporting updates	\$1,343,451 \$782,083 FFY20 ELC EDE LHI ALLOCATION Funding (MI 1897120E) Funding end date 7/31/2023 \$349,731 FFY19 ELC COVID ED LHI ALLOCATION Funding (MI 1897129G) Funding end date 10/18/2022

AMENDMENT #24

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	responsive services. In addition, or alternatively, enter into an agreement(s) with Tribal, community-based and/or culturally-specific organizations to provide such services. DOH centralized investigations will count towards this minimum. 2. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols. 3. Coordinate with Tribal partners in conducting contact tracing for Tribal members. 4. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics. 5. Perform daily monitoring for symptoms during quarantine period of contacts ii. Case investigation 1. Strive to maintain the capacity to surge a minimum of five (5) case investigators and contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH centralized investigation will count toward this minimum. 2. Enter all case investigation and outbreak data in WDRS following DOH guidance. a) Strive to enter all case investigation and outbreak data into <i>CREST</i> as directed by DOH. b) Ensure all staff designated to utilize WDRS have access and are trained in the system. c) Include if new positive cases are tied to a known existing positive case or indicate community spread.		Enter all case investigation data in WDRS-following guidance from-DOH.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	d) Conduct case investigation and monitor outbreaks. e) Coordinate with Tribal partners in conducting case investigations for tribal members. 3. Ensure contact tracing and case investigation activities meet DOH Case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs, and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics. b. Testing i. Work with partners and Tribes to ensure testing is available to every person within the jurisdiction meeting current DOH criteria for testing and other local testing needs. ii. Work with partners and Tribes to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy. iii. Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH on testing locations and volume as requested. c. Surveillance FTE support at a minimum of .5 FTE Epidemiologist to support daily reporting needs below. i. Ensure all COVID positive lab test results from LHJ are entered in to WDRS by 1) entering data directly in to WDRS, 2) sending test results to DOH to enter, or 3) working with DOH and entities conducting tests to implement an electronic method for test result submission. ii. Maintain records of all COVID negative lab test results from the LHJ and enter into WDRS when resources permit or send test results to DOH.		Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH Contract manager on testing locations and volume as requested. <i>Ensure all COVID positive test results are entered into WDRS within 2 days of receipt</i>		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	iii. Collaborate with Tribes to ensure Tribal entities with appropriate public health authority have read/write access to WDRS and CREST to ensure that all COVID lab results from their jurisdictions are entered in WDRS or shared with the LHJ or DOH for entry. d. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe. e. Support Infection Prevention and control for high-risk populations i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers. ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities.		Quarterly performance updates related to culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.		
	iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks. iv. Healthcare: Support infection prevention and control assessments, testing, cohorting, and isolation procedures. Provide educational resources to a variety of healthcare setting types (e.g., nursing homes, hospitals, dental, dialysis). v. Non-healthcare settings that house vulnerable populations: In collaboration with state corrections agency (DOC) and other state				

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	partners, support testing, infection control, isolation and quarantine and social services and wraparound supports for individuals living or temporarily residing in congregate living settings, including detention centers, prisons, jails, transition housing, homeless shelters, and other vulnerable populations. vi. Schools: In collaboration with OSPI and local health jurisdictions, support infection prevention and control and outbreak response in K-12 and university school settings. f. Ensure adequate resources are directed towards H2A housing facilities within communities, fishing industries and long-term care facilities to prevent and control disease transmission. Funds can be used to hire support staff, provide incentives or facility-based funding for onsite infection prevention efforts, etc. g. Community education. Work with Tribes and partners to provide culturally and linguistically community outreach and education related to COVID-19.				
	h. Establish sustainable isolation and quarantine measures. i. Have at least one (1) location identified and confirmed through contract/formal agreement that can support isolation and quarantine adequate to the population for your jurisdiction with the ability to expand; alternatively, establish with an adjacent jurisdiction a formal agreement to provide the isolation and quarantine capacity adequate to the population for your jurisdiction with the ability to expand. ii. Maintain ongoing census data for isolation and quarantine for your population. iii. Planning must incorporate transfer or receipt of isolation and quarantine patients to from adjacent jurisdictions or state facilities in the event of localized increased need.		Quarterly performance updates to include name, address and capacity of identified location that can support isolation and quarantine and confirmation of appropriate planning and coordination as required. Report census numbers to include historic total by month and monthly total for current quarter to date		

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Task Number	Task/Activity/Description	*May Support PIAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	iv. Planning must incorporate triggers and coordination to request state isolation and quarantine support either through mobile teams or the state facility to include site identification and access), facility intake and discharge procedures, transport procedures, and staffing. v. Planning must incorporate transfer or receipt of isolation and quarantine patients to from adjacent jurisdictions or state facilities in the event of localized increased need. vi. Planning must incorporate triggers and coordination to request state isolation and quarantine support either through mobile teams or the state facility to include site identification and access				
COVID-19 Vaccine Services - Task 3 – will be extended through June 30, 2022 in new contract term effective January 1, 2022. Any unspent funds may be carried forward.					
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. Example 1: Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach. Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services		Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement of actual costs incurred, not to exceed: \$14,582 FFY21 COVID19 VACCINE SERVICES-CARES Funding (MI 74310209) \$354,803 COVID 19 VACCINES Funding (MI 74310229)
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.		Mid-term written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	

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Task Number	Task/Activity/Description	* May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.C	Catalog activities and conduct an evaluation of the strategies used		Final written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31, Annually	Task 3.D Vaccine Depot: \$5,000 COVID 19 VACCINES Funding (MI 74310229) 07/01/21-12/31/21
3.D	Perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.		a) Complete a redistribution agreement. b) Report inventory reconciliation page. c) Report lost (expired, spoiled, wasted) vaccine to the IIS. d) Report transfer doses in the IIS and VaccineFinder. e) Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.	a) Complete by August 1, 2021. b) Reconcile and submit inventory once monthly in the IIS. c) Report lost vaccine within 72 hours in the IIS. d) Update within 24 hours from when transfers occur. e) Download as needed (retain temperature data on site for 3 years)	

Regional Incident Management Team (IMT) Mass Vaccination Clinics – Task 4

	*NOTE: Task 4 activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH. DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional IMT to administer the vaccine as efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Regionally Coordinated, Locally Implemented. Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non-clinical facility (fairgrounds, arenas, etc.).				*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MI 934V0200) (See Program Specific Requirements for Mass Vaccination Task 4 below)
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AMENDMENT #24

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Leaders Intent about this work from DOH is included as an attachment. Guidance on vaccination protocols must be followed as provided by DOH and CDC.				
4.A	Local health jurisdiction (LHJ) will coordinate planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH. Request for regional IMT should be submitted through the normal process through WebEOC. Local health jurisdiction is the coordinating agency for the mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district. Provide any information as requested by the regional IMT.		Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	
4.B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds \$5,000 each), supplies for vaccinations and site operation. LHJs should provide		Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.				
4.C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.		Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.	Daily	
4.D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).		Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Special Requirements**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements/Narrative

DCHS COVID-19 Response - Tasks 1 and 2	BITV-COVID ED LHJ ALLOCATION-CARES
	FFY19 ELC COVID ED LHJ ALLOCATION
	FFY20 ELC EDE LHJ ALLOCATION
COVID-19 Vaccine Services - Task 3	FFY21 COVID 19 VACCINE SERVICES-CARES
	COVID 19 VACCINES
Regional Incident Management Team (IMT) Mass Vaccination Clinics – Task 4	MASS VACCINATION FEMA 100%

DCHS COVID-19 Response - Tasks 1 and 2

Restrictions on Funds: Indirects are NOT allowable for CARES funding from September 2, 2020 forward – LHJ can charge administrative activities as direct costs but not incur indirects from September 2, 2020 through ~~June 30~~ ~~December 31~~, 2021 for activities funded with CARES funds (COVID LOCAL CARES - COVID LHJ OFM ALLOCATION-CARES, BITV-COVID ED LHJ ALLOCATION-CARES, FEMA-75 COVID LHJ ALLOCATION)

- o Since the federal guidance was not updated until September 2, 2020, DOH understands that indirects could be charged from March–August 2020.

Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

COVID-19 Vaccine Services - Task 3 – allowable activities <https://www.doh.wa.gov/Portals/1/Documents/9240/AllowableUseFedOpsFunds.pdf>

Mass Vaccination – Task 4**Program Manual, Handbook, Policy References**

Emergency Response Plan (or equivalent)

Medical Countermeasure/Mass Vaccination Plan

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.):

Non-mass vaccination efforts are not allowable through this funding stream.

Duplication of billing (sending request for reimbursement) to entities outside of this agreement is prohibited.

Indirect rates are not applicable to these funds.

Special References (RCWs, WACs, etc.)

County Health Emergency Documentation if applicable

Monitoring Visits (frequency, type):

Occasional visits from DOH or IMT/IMO personnel for the purpose of monitoring and surveillance of mass vaccination activities may be expected.

Definitions

Mass vaccination clinic are those outside of the usual healthcare delivery methods such as pop-up clinics, mobile clinics, non-clinical facility clinics (i.e., fairgrounds, arenas, etc.).

Special Billing Requirements:

Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.

Contract (MI) Code: 934V0200 General Mass Vaccination

BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:

The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 21, 2021 through December 31, 2021 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

DOH Program Contact

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DOH BITV-COVID ED LHJ Allocation-CARES and DOH ELC Allocation Fiscal Contact (Tasks 1 and 2)

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DOH COVID19 Vaccine Services Program Contacts (Task 3)

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DOH General Mass Vaccination Program and Fiscal Contact (Task 4)

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**Exhibit A
Statement of Work
Contract Term: 2018-2021**

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2021

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH18239

SOW Type: Revision **Revision # (for this SOW)** 1

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Periodic Distribution
☐ Other		

Period of Performance: July 1, 2021 through December 31, 2021

Statement of Work Purpose: The purpose of this statement of work (SOW) is to specify how state funds for Foundational Public Health Services (FPHS) will be used for the period of performance. Per RCW 43.70.512, these funds are for the governmental public health system to deliver FPHS services statewide in the most effective, efficient and equitable manner possible with the funds available.

The FPHS Steering Committee with input from FPHS Subject Matter Expert (SME) Workgroups and the Tribal Technical Workgroup is the decision making body for FPHS funds. For the 2021 – 2023 biennium, the Steering Committee is using an iterative approach to decision making. Determining investments first for SFY22 (July 1, 2021 – June 30, 2022), then for SFY23 (July 1, 2022 – June 30, 2023). This means that additional tasks and/or funds may be added to an LHJ's FPHS SOW as these decisions are made.

These funds are to be used as directed and allocated by the FPHS Steering Committee. As the global COVID-19 pandemic and the public health response to it continues and begins to abate, these FPHS funds can be braided with and used to supplement other short-term pandemic response funding as needed for FPHS activities during this period of performance (07/01/21 12/31/21). Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

Note:

The total biennial funding allocation is for the period of July 1, 2021 through June 30, 2023. 2021-2023 biennial funding allocations will be divided into four six-month lump sum amounts that will be disbursed at the beginning of each six month period as follows: July 1, 2021; January 1, 2022; July 1, 2022; January 1, 2023. Each year, the July payment will be disbursed upon completion of the FPHS Annual Report.

The disbursement of funds scheduled for January 1, 2022, July 1, 2022 and January 1, 2023 and deliverable due dates after December 31, 2021 are included in this statement of work for informational purposes only and will be carried forward into a new statement of work in the new consolidated contract term beginning January 1, 2022.

FPHS funds must be spent in the state fiscal year (SFY) in which they are appropriated by the legislature, allocated, and disbursed. Legislative appropriations lapse at the end of each state fiscal year (RCW 43.88.140).

Spending and spending projections must be reported as required by the FPHS Steering Committee. Funds that are projected to be unspent by the close of the state fiscal year must be reallocated per the process developed by the FPHS Steering Committee to assure that all funds appropriated by the legislature can be spent by the governmental public health system to deliver FPHS within the year that the funds are appropriated. Unspent funds revert to the state treasury and must be returned to DOH by July 15th of each year for return to the Office of Financial Management (OFM).

2021-2023 Biennium:

SFY22 (July 1, 2021-June 30, 2022)

SFY23 (July 1, 2022-June 30, 2023)

Revision Purpose: The purpose of this revision is to revise language and add funding and tasks for FFY22.

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Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding (LHJ Use) Start Date	Period (Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
FPHS-LHJ-PROVISO (YR1)	N/A	336.04.25	99202111	07/01/21	12/31/21	129,313	560,687	690,000
Note: Total Consideration is for SFY22 (07/01/21-06/30/22).						0	0	0
TOTALS						129,313	560,687	690,000

BARS Expenditure Code 562.Ax	FPHS	Tasks / Activities / Short Description	Funds to provide FPHS in:		SFY22	SFY23	21-23 BIENNIAL
			Your jurisdiction	Other jurisdictions			
10-17, 20, 21, 23-29, 40-53, 93	All - CD, EPH, CCC, Assessment	Reinforcing Capacity (Assessment, CD, EPH, CCC)	X		250,000	250,000	500,000
10	Assessment	CHA/CHIP	X		30,000	30,000	60,000
20, 21, 23-29, 93	CD	Communicable Disease (CD)	X		135,000	135,000	270,000
24	CD	Hepatitis C	X		30,000	30,000	60,000
40-53, 93	EPH	Environmental Public Health (EPH)	X		245,000	245,000	490,000
TOTAL					\$690,000	\$690,000	\$1,380,000

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
0	FOUNDATIONAL PUBLIC HEALTH FUNDING – <u>ALL</u>	In coordination with FPHS Steering Committee and Subject Matter Expert (SME) workgroups: - Increase delivery of FPHS services in each jurisdiction and statewide as measured via through FPHS annual reporting, indicators, from all agencies receiving FPHS funds, metrics and other data compiled and analyzed by contractors, DOH and Subject Matter Expert (SME) Workgroups. All of which is included as part of Results are published in the annual FPHS Investment Report. FPHS indicator metrics are available here. - Routine reporting of spending and spending projections. Process and reporting template TBD and provided by the FPHS Steering Committee via DOH.		Funds are available beginning July 1, 2021. Half of the annual allocation will be disbursed each July upon receipt completion of the FPHS Annual Report for the previous state fiscal year and the second half will be disbursed each January. Note: Funds must be spent in the state fiscal year (SFY) in which they are appropriated by the legislature, allocated, and disbursed. Unspent funds must be returned to DOH by July 15th of each year for return to OFM.

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		- FPHS annual reporting (template provided by the FPHS Steering Committee via DOH) - For SFY22 (07/01/21–06/30/22) FPHS annual reporting (template provided by DOH) - For SFY23 (07/01/22–06/30/23)	By 08/15/22 By 08/15/23	
1.	Reinforcing Capacity <i>These funds are to each LHI to deliver FPHS in their own jurisdiction – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, provide FPHS Communicable Disease (CD), Environmental Public Health (EPH), Assessment (Surveillance & Epidemiology) and / or any or all of the other FPHS Cross-cutting Capabilities (CCC) as defined in the most current version of the FPHS definitions.</i>			
2.	Assessment – CHA/CHIP (FPHS definitions G.3) <i>These funds are to each LHI to deliver FPHS in their own jurisdiction – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, conduct and complete a comprehensive community health assessment and identify health priorities arising from that assessment, including analysis of health disparities and the social determinants of health as defined in the most current version of the FPHS definitions.</i> - Conduct a local and/or regional comprehensive community health assessment (CHA) every three to five years in conjunction with community partners. - Develop a local and/or regional community health improvement plan (CHIP) in conjunction with community partners. <i>These funds can be used for any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other LHJs for staff time or services.</i>			
3.	Communicable Disease (CD) (FPHS definitions C.1, 2, 3, 4, 6) <i>These funds are to each LHI to deliver FPHS in their own jurisdiction – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, provide FPHS CD services as defined in the most current version of the FPHS definitions. These funds can (and actually are intended to) be braided with temporary pandemic emergency funding such that when those funds run out, FPHS funds can be used to retain staff there were hired with pandemic emergency funds if the jurisdictions desires to retain them and/or to hire additional staff if needed, and/or contract with other LHJs for staff time or services for delivering FPHS CD. As the pandemic response wains, staff funded with FPHS funds are to shift focus to providing some or all of the FPHS CD services. This includes maintaining access to and use of data systems created during the pandemic and others under development and case investigation and contact tracing for sexually transmitted disease and other communicable and notifiable conditions within the mandated timeframes. Emphasis should be placed on addressing syphilis and gonorrhea cases.</i> - Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other notifiable conditions. - Identify statewide and local community assets for the control of communicable diseases and other notifiable conditions, develop and implement a prioritized control plan addressing communicable diseases and other notifiable conditions and seek resources and advocate for high priority prevention and control policies and initiatives regarding communicable diseases and other notifiable conditions. - Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates. - Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines.			

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4.	Communicable Disease – Hepatitis C (FPHS definitions C.4.o-p) <u>These funds are to select LHJs to deliver FPHS in their own jurisdictions</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, address Hepatitis C cases in the jurisdiction per guidance developed by the statewide FPHS Communicable Disease Workgroup, including, but not limited to: shared priorities, standardized surveillance, minimum standards of practice, common metrics and staffing models. The allocation of these funds is based on burden of disease using the most current Hepatitis C data. Allocations will be revised biennially using updated data. The priorities for the 2021-2023 biennium (July 2021 – June 2023): • Surveillance – entering labs into Washington Disease Reporting System (WDRS), enter acute cases into WDRS. • Investigation – focus on acute cases: people aged 35 or younger, newly diagnosed, pregnant women, people seen in the ED/inpatient, Black, Indigenous and People of Color or other historically marginalized population, and incorporate Hepatitis B work.			
5.	Environmental Public Health (EPH) (FPHS definitions B.3 & 4) <u>These funds are to each LHJ to deliver services in their own jurisdiction</u> In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, these funds are for each LHJ to deliver FPHS EPH services <u>for which fees cannot be charged</u> in their jurisdiction as defined in the most current version of the FPHS definitions and specifically for: • Develop, implement and enforce laws, rules, policies and procedures for maintaining the health and safety of retail food service inspections and shellfish monitoring, that address environmental public health concerns. (B.3.b) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of wastewater and facilities, including onsite septic design and inspections, wastewater treatment and reclaimed water, that address environmental public health concerns. (B.3.e) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of solid waste and facilities, including hazardous waste streams (e.g. animal waste, solid waste permitting and solid waste inspections), that address environmental public health concerns. (B.3.f) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of schools, including through education and plan review that address environmental public health concerns. (B.3.g) These funds can be used to retain, hire and/or contract with other LHJs for staff time or services and for staff training as needed to provide the following FPHS EPH services that are not appropriately funded with fees. Each LHJ will be responsible to report on their progress on FPHS deliverables even if contracted with other LHJs (FPHS funds are intended to build capacity and not intended to justify the reduction of existing fee revenue): • Food Safety (FPHS definitions B.3.b.) – Respond to food safety concerns that are not appropriately funded such as foodborne illness threats, requests for technical assistance and addressing new and emerging business models. Every local jurisdiction in Washington is expected to respond to foodborne illness outbreaks, food safety inquiries and provide preventative education for the general public and technical assistance. • Sewage Safety (FPHS definitions B.3.e-f) – Respond to sewage concerns and public health threats and provide technical assistance that are not appropriately funded to ensure that sewage is handled appropriately to limit potential exposure to sewage. Every local jurisdiction in Washington is expected to ensure sewage is properly managed. On-Site Septic (OSS) permitting, enforcement and providing technical assistance and education to OSS owners are fee funded activities and should be funded through fees or local government who sets the fees. These FPHS funds provide resources to support activities for which a fee cannot be charged such as: responding to OSS failures, surfacing sewage, OSS safety concerns, and similar issues. These funds can also be used for concerns related to large on-site sewage systems, other OSS-related concerns that do not involve locally permitable systems, and other sewage-related issues, regardless of whether they are related to a fee-for-service activity. Examples of activities FPHS funds can be used for: ○ Work with partners to educate and inform public on OSS monitoring and maintenance ○ Work with the public, policy makers and partners to assess needs and develop plans and solutions for wastewater management in their communities. ○ Respond to complaints, act as needed, and assure that failing OSS are identified and promptly repaired.			

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Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- o Conduct Pollution Identification and Correction (PIC) investigations where water quality is impaired to identify failing septic systems and other pollution sources. - o Ensure that sewage from both OSS and other sources is adequately handled to create barriers to potential exposure to sewage. - o Adequate qualified staff to evaluate proposals, inspect new installations and repairs, assess cause of OSS failure, and comply with requirements in state law. • Schools Safety (FPHS definition B.3.g) – Assure safe and effective learning environments for children attending K-12 schools – public, private and parochial. Every local jurisdiction in Washington is expected to work collaboratively with DOH, ESDs and local school districts and use the model program to assure consistency to regularly evaluate each K-12 for health and safety concerns and provide mandated services per WAC 246-366. Initial priorities include: - o Build partnerships with school officials, local boards of education, parent teacher associations, education service districts, and other school focused entities. - o Participate with statewide public health groups to standardize school program implementation. - o Focus on schools that have not previously been inspected to assess current conditions - o Focus on existing elementary schools for first phase of inspections program ▪ Indoor Air Quality ▪ Classroom ▪ Healthy cleaning and indoor environments ▪ Playground ▪ Drinking water (lead)			

Program Specific Requirements/Narrative**Special References (RCWs, WACs, etc)**

Link to RCW 43.70.512 – [RCW 43.70.512: Public health system—Foundational public health services—Intent. \(wa.gov\)](#)

Link to RCW 43.70.515 – [RCW 43.70.515: Foundational public health services—Funding. \(wa.gov\)](#)

FPHS Definitions

<https://wsalpho.box.com/s/qb6ss10mxbrajx0fla742lw6zcfxzohk>

All FPHS Resources

www.doh.wa.gov/fphs or [FPHS | Powered by Box](#)

Special Instructions

There are two different BARS Revenue Codes for “state flexible funds” to be tracked separately and reported separately on your annual BARS report. These two BARS Revenue Codes and definitions from the State Auditor’s Office (SAO’s) are listed below along with a link to the BARS Manual. 336.04.25 is the new BARS Revenue Code to use for the Foundational Public Health Services (FPHS) funds included in this statement of work.

336.04.24 – County Public Health Assistance

Use this account for the state distribution authorized by the 2013 2ESSB 5034, section 710. The local health jurisdictions are required to provide reports regarding expenditures to the legislature from this revenue source.

AMENDMENT #24

336.04.25 – Foundational Public Health Services

Use this account for the funding designated for the local health jurisdictions to provide a set of core services that government is responsible for in all communities in the WA state. This set of core services provides the foundation to support the work of the broader public health system and community partners. At this time the funding from this account is for delivering ANY or all of the FPHS communicable disease services (listed above) and can also be used for the FPHS capabilities that support FPHS communicable disease services as defined in the most current version of FPHS Definitions.

Public Health Budgeting, Accounting and Reporting System (BARS) Resources

www.doh.wa.gov/lhjfunding

Deliverables are to be submitted to Marie Flake at marie.flake@doh.wa.gov

DOH Program Contact

Marie Flake, Special Projects, Foundational Public Health Services
Washington State Department of Health
PO Box 47890, Olympia, WA 98504-7890
Mobile Phone 360-951-7566 / Fax 360.236.4024 / marie.flake@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2018-2021

DOH Program Name or Title: Office of Drinking Water Group A Program -
Effective January 1, 2018

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH18239

SOW Type: Revision Revision # (for this SOW) 9

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor	☐ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Fixed Price
☐ Other		

Period of Performance: January 1, 2018 through December 31, 2021

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.

Revision Purpose: The purpose of this revision is to correct distribution of Sanitary Surveys and Technical Assistance between years January 1, 2018 thru December 31, 2021 assigned in previous Revisions.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding (LHJ Use Only) Start Date	Period End Date	Current Consideration	Change Decrease (-)	Total Consideration
Yr 20 SRF - Local Asst (15%) (FS) SS	N/A	346.26.64	24139220	01/01/18	12/31/18	0	3,800	3,800
Sanitary Survey Fees (FO-SW) SS-State	N/A	346.26.65	24232522	01/01/18	12/31/21	11,400	800	12,200
Yr 20 SRF - Local Asst (15%) (FS) TA	N/A	346.26.66	24139220	01/01/18	12/31/18	0	0	0
Yr 21 SRF - Local Asst (15%) (FS) SS	N/A	346.26.64	24139221	01/01/18	06/30/19	4,200	-1,000	3,200
Yr 21 SRF - Local Asst (15%) (FS) TA	N/A	346.26.66	24139221	01/01/18	06/30/19	652	0	652
Yr 22 SRF - Local Asst (15%) (FO-SW) SS	N/A	346.26.64	24239222	07/01/19	12/31/20	4,871	-2,471	2,400
Yr 22 SRF - Local Asst (15%) (FO-SW) TA	N/A	346.26.66	24239222	07/01/19	12/31/20	1,250	0	1,250
Yr 23 SRF - Local Asst (15%) (FO-SW) SS	N/A	346.26.64	24239223	01/01/21	12/31/21	7,929	-5,129	2,800
Yr 23 SRF - Local Asst (15%) (FO-SW) TA	N/A	346.26.66	24239223	01/01/21	12/31/21	2,392	-1,392	1,000
TOTALS						32,694	-5,392	27,302

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office.		Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies.	Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$400 for each sanitary survey of a non-community system with three or fewer connections.

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Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	See Special Instructions for task activity.		significant findings, observations, recommendations, and referrals for further ODW follow-up. 2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$800 for each sanitary survey of a non-community system with four or more connections and each community system. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office.		Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline. Late or incomplete reports may not be accepted for payment.
	See Special Instructions for task activity.				
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office.		Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750

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Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	See Special Instructions for task activity.				Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training. See Special Instructions for task activity.		Prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative**Special References (RCWs, WACs, etc)**

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$28,400~~ **\$24,400** for Task 1, and ~~\$4,294~~ **\$2,902** for Task 2, Task 3 and Task 4 combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date that you are requesting payment.

When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to the DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **1** surveys of non-community systems with three or fewer connections to be completed between January 1, 2018 and December 31, 2018.
- No more than ~~10~~ **9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2018 and December 31, 2018.
- No more than **0** surveys of non-community systems with three or fewer connections to be completed between January 1, 2019 and December 31, 2019.
- No more than ~~6~~ **8** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2019 and December 31, 2019.
- No more than **2** surveys of non-community systems with three or fewer connections to be completed between January 1, 2020 and December 31, 2020.
- No more than ~~6~~ **5** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, ~~2021~~2020 and December 31, ~~2021~~2020.
- No more than **0** surveys of non-community systems with three or fewer connections to be completed between January 1, 2020 and December 31, 2021.
- No more than ~~12~~ **7** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2021 and December 31, 2021.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. LHJ staff performing the activities under tasks 1, 2 and 3 must have completed, with a passing score, the ODW Online Sanitary Survey Training and the ODW Sanitary Survey Field Training. LHJ staff performing activities under tasks 1, 2, and 3 must attend the Annual ODW Sanitary Survey Workshop, and are expected to attend the Regional ODW LHJ Drinking Water Meetings.

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If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Program Manual, Handbook, Policy References

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/331-486.pdf>

DOH Program Contact

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DOH Fiscal Contact

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Clallam County Health & Human Services

EXHIBIT B-24
ALLOCATIONS
Contract Term 2018-2021

Contract Number: CLH18239
Date: September 15, 2021

Indirect Rate as of January 2018 through December 2018: 34.23%
Indirect Rate as of January 2019 through December 2020: 25.77%
Indirect Rate as of January 2021 through December 2021: 33.33%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY21 USDA WIC Program Mgmt CSS	217WAWA7W1003	Amd 19	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	\$2,450	\$2,450	\$425,820
FFY21 USDA WIC Program Mgmt CSS	217WAWA7W1003	Amd 15	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	(\$60,750)	\$0	
FFY21 USDA WIC Program Mgmt CSS	217WAWA7W1003	Amd 6	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	\$2,120		
FFY21 USDA WIC Program Mgmt CSS	217WAWA7W1003	N/A	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	\$58,630		
FFY20 USDA WIC Program Mgmt CSS	207WAWA7W1003	Amd 15	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	(\$243,000)	\$0	
FFY20 USDA WIC Program Mgmt CSS	207WAWA7W1003	Amd 6	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$8,480		
FFY20 USDA WIC Program Mgmt CSS	207WAWA7W1003	N/A	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$234,520		
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 6	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$2,610	\$242,380	
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 5	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$5,250		
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	N/A	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$234,520		
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 2	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$5,100	\$180,990	
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	N/A	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$175,890		
FFY21 USDA WIC Client Services	202121W100347	Amd 23	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	\$6,956	\$6,956	\$6,956
FFY22 USDA WIC Client Svs Contracts	202222W100347	Amd 19	10.557	333.10.55	10/01/21	12/31/21	10/01/21	12/31/21	\$60,995	\$60,995	\$592,815
FFY21 USDA WIC Client Svs Contracts	217WAWA7W1003	Amd 19	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	\$182,985	\$243,735	
FFY21 USDA WIC Client Svs Contracts	217WAWA7W1003	Amd 15, 19	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	\$60,750		
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 18	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$42,435	\$288,085	
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 15	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$243,000		
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 12	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$2,650		
FFY20 USDA WIC Nutrition Ed	207WAWA7W1003	Amd 17	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$1,665	\$1,665	\$1,665
FFY21 USDA FMNP Prog Mgmt	202121Y860447	Amd 23	10.572	333.10.57	10/01/20	09/30/21	10/01/20	09/30/21	\$570	\$570	\$2,351
FFY20 USDA FMNP Prog Mgmt	207WAWA7Y8604	Amd 16	10.572	333.10.57	10/01/19	09/30/20	10/01/19	09/30/20	\$555	\$555	
FFY19 CSS USDA FMNP Prog Mgmt	197WAWA7Y8604	Amd 8	10.572	333.10.57	01/01/19	09/30/19	10/01/18	09/30/19	\$615	\$615	
FFY18 CSS USDA FMNP Prog Mgmt	187WAWA7Y8604	Amd 2	10.572	333.10.57	01/01/18	09/30/18	10/01/17	09/30/18	\$611	\$611	
FFY16 Cascades USDA WIC Prog Mgmt-MIS	16157WAWA6W522	Amd 6, 8	10.578	333.10.57	10/01/18	09/30/19	03/11/16	09/30/19	\$3,510	\$3,510	\$3,510
FFY19 MIS Tech Grant	197WAWA1G5212	Amd 8	10.578	333.10.57	10/01/19	09/30/20	10/01/18	09/30/20	\$1,310	\$1,310	\$1,310
BITV-COVID Ed LHJ Allocation-CARES	NGA Not Received	Amd 24	21.019	333.21.01	07/01/20	06/30/21	07/01/20	06/30/21	(\$411,368)	\$0	\$0
BITV-COVID Ed LHJ Allocation-CARES	NGA Not Received	Amd 19, 22, 24	21.019	333.21.01	07/01/20	06/30/21	07/01/20	06/30/21	\$308,526		
BITV-COVID Ed LHJ Allocation-CARES	NGA Not Received	Amd 17, 19, 22, 24	21.019	333.21.01	07/01/20	06/30/21	07/01/20	06/30/21	\$102,842		
COVID LHJ OFM Allocation-CARES	NGA Not Received	Amd 17, 19, 22	21.019	333.21.01	03/01/20	12/31/21	01/01/20	12/31/21	\$1,520,200	\$1,520,200	\$1,520,200
SS Community Outreach PN	NGA Not Received	Amd 18, 21	21.019	333.21.01	07/01/20	06/30/21	07/01/20	06/30/21	\$20,000	\$20,000	\$20,000

Clallam County Health & Human Services

EXHIBIT B-24
ALLOCATIONS
Contract Term 2018-2021

Contract Number: CLH18239
Date: September 15, 2021

Indirect Rate as of January 2018 through December 2018: 34.23%
Indirect Rate as of January 2019 through December 2020: 25.77%
Indirect Rate as of January 2021 through December 2021: 33.33%

Chart of Accounts Program Title	Federal Award Identification #	Amd #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
PS SSI 1-5 BEACH Task 4	01J18001	Amd 7	66.123	333.66.12	03/01/19	10/31/19	07/01/17	10/31/19	\$4,700	\$4,700	\$9,400
PS SSI 1-5 BEACH Task 4	01J18001	Amd 1	66.123	333.66.12	03/01/18	10/31/18	07/01/17	06/30/19	\$4,700	\$4,700	
PS SSI 1-5 OSS Task 4	01J18001	Amd 12, 19	66.123	333.66.12	05/01/19	12/31/21	07/01/17	06/30/23	\$240,000	\$240,000	\$393,700
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/18	03/31/19	07/01/17	06/30/21	\$22,866	\$153,700	
PS SSI 1-5 OSS Task 4	01J18001	N/A	66.123	333.66.12	01/01/18	03/31/19	07/01/17	06/30/23	\$130,834		
PS SSI 1-5 PIC Task 4	01J18001	Amd 19	66.123	333.66.12	11/01/20	12/31/21	07/01/17	06/30/23	\$322,815	\$322,815	\$518,447
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 8, 10	66.123	333.66.12	01/01/18	11/30/19	07/01/17	06/30/23	\$8,832	\$195,632	
PS SSI 1-5 PIC Task 4	01J18001	N/A, Amd 8, 10	66.123	333.66.12	01/01/18	11/30/19	07/01/17	06/30/23	\$186,800		
PS SSI 1-5 Subaward Process Task 4	01J18001	Amd 12	66.123	333.66.12	05/01/19	12/31/20	07/01/16	08/31/21	(\$240,000)	\$0	\$0
PS SSI 1-5 Subaward Process Task 4	01J18001	Amd 9	66.123	333.66.12	05/01/19	12/31/20	07/01/16	08/31/23	\$240,000		
FFY20 Swimming Beach Act Grant IAR (ECY)	01J49701	Amd 21	66.472	333.66.47	03/01/21	10/31/21	12/15/19	10/31/21	\$6,500	\$6,500	\$25,400
FFY20 Swimming Beach Act Grant IAR (ECY)	01J49701	Amd 15	66.472	333.66.47	03/01/20	10/31/20	12/15/19	10/31/21	\$8,100	\$8,100	
FFY19 Swimming Beach Act Grant IAR (ECY)	01J49701	Amd 7	66.472	333.66.47	03/01/19	10/31/19	12/15/18	10/31/19	\$5,400	\$5,400	
FFY18 Swimming Beach Act Grant IAR (ECY)	00J75501	Amd 1	66.472	333.66.47	03/01/18	10/31/18	12/15/17	12/31/18	\$5,400	\$5,400	
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$20,391	\$44,198	\$44,198
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$23,807		
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$1,062	\$58,979	\$58,979
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$57,917		
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 23	93.069	333.93.06	07/01/21	12/31/21	07/01/21	06/30/22	\$35,387	\$35,387	\$153,345
FFY20 PHEP BP2 LHJ Funding	NU90TP922043	Amd 18	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	\$23,592	\$58,979	
FFY20 PHEP BP2 LHJ Funding	NU90TP922043	Amd 17, 18	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	\$35,387		
FFY19 PHEP BP1 LHJ Funding	NU90TP922043	Amd 10	93.069	333.93.06	07/01/19	06/30/20	07/01/19	06/30/20	\$58,979	\$58,979	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 23	93.136	333.93.13	09/01/21	12/31/21	09/01/21	08/31/22	\$87,000	\$87,000	\$263,914
FFY20 Overdose Data to Action Prev	NU17CE925007	Amd 19	93.136	333.93.13	09/01/20	08/31/21	09/01/20	08/31/21	\$28,415	\$116,054	
FFY20 Overdose Data to Action Prev	NU17CE925007	Amd 17, 19	93.136	333.93.13	09/01/20	08/31/21	09/01/20	08/31/21	\$87,639		
FFY19 Overdose Data to Action Prev	NU17CE925007	Amd 11	93.136	333.93.13	09/01/19	08/31/20	09/01/19	08/31/20	\$60,860	\$60,860	
FFY18 Prescription Drug OD-Supp	NU17CE002734	Amd 4	93.136	333.93.13	09/01/18	08/31/19	09/01/18	08/31/19	\$57,707	\$57,707	\$99,107
FFY17 Prescription Drug OD-Supp	U17CE002734	N/A	93.136	333.93.13	01/01/18	08/31/18	09/01/17	08/31/18	\$41,400	\$41,400	
FFY18 Suicide Prevention Works	U79SM061734	Amd 7	93.243	333.93.24	09/30/18	09/29/19	09/30/18	09/29/19	\$20,000	\$120,000	\$220,000
FFY18 Suicide Prevention Works	U79SM061734	Amd 5	93.243	333.93.24	09/30/18	09/29/19	09/30/18	09/29/19	\$100,000		
FFY17 Suicide Prevention Works	SM061734	Amd 3	93.243	333.93.24	03/01/18	09/29/18	09/30/17	09/29/18	\$100,000	\$100,000	

Clallam County Health & Human Services

EXHIBIT B-24
ALLOCATIONS
Contract Term 2018-2021

Contract Number: CLH18239
Date: September 15, 2021

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Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY17 317 Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$1,277	\$1,277	\$1,277
FFY17 AFIX	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$3,640	\$3,640	\$3,640
FFY21 COVID19 Vaccine Services-CARES	NH23IP922619	Amd 22	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	(\$354,803)	\$14,582	\$14,582
FFY21 COVID19 Vaccine Services-CARES	NH23IP922619	Amd 20	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	\$354,803		
FFY21 COVID19 Vaccine Services-CARES	NH23IP922619	Amd 19, 20	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	\$14,582		
COVID19 Vaccines	NH23IP922619	Amd 23	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	\$5,000	\$359,803	\$359,803
COVID19 Vaccines	NH23IP922619	Amd 22	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	\$354,803		
FFY17 Increasing Immunization Rates	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	\$5,600	\$5,600	\$5,600
FFY20 PPHF Ops	NH23IP922619	Amd 15	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	(\$500)	(\$500)	\$500
FFY20 PPHF Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$500	\$500	
FFY17 PPHF Ops	NH23IP000762	Amd 4	93.268	333.93.26	07/01/18	06/30/19	04/01/18	06/30/19	\$500	\$500	
FFY21 VFC Ops	NH23IP922619	Amd 16	93.268	333.93.26	07/01/20	12/31/21	07/01/20	06/30/21	\$2,800	\$2,800	\$10,813
FFY20 VFC Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$5,600	\$5,600	
FFY17 VFC Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$2,413	\$2,413	
FFY19 COVID CARES	NU50CK000515	Amd 16, 19	93.323	333.93.32	06/01/20	12/31/21	06/01/20	12/31/21	\$118,242	\$118,242	\$118,242
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 20	93.323	333.93.32	01/01/21	12/31/21	01/01/21	12/31/21	\$349,731	\$349,731	\$349,731
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 24	93.323	333.93.32	01/15/21	12/31/21	01/15/21	12/31/21	\$561,368	\$1,343,451	\$1,343,451
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 20	93.323	333.93.32	01/15/21	12/31/21	01/15/21	12/31/21	\$782,083		
FFY20 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 22	93.323	333.93.32	06/01/21	12/31/21	06/01/21	12/31/21	\$3,000	\$3,000	\$3,000
FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe	NU90TP922069	Amd 14, 19, 20	93.354	333.93.35	01/20/20	12/31/21	01/01/20	12/31/21	\$130,871	\$130,871	\$130,871
FFY22 MCHBG LHJ Contracts	B0445251	Amd 23	93.994	333.93.99	10/01/21	12/31/21	10/01/21	09/30/22	\$16,729	\$16,729	\$267,664
FFY21 MCHBG LHJ Contracts	B0440169	Amd 18	93.994	333.93.99	10/01/20	09/30/21	10/01/20	09/30/21	\$66,916	\$66,916	
FFY20 MCHBG LHJ Contracts	B04MC32578	Amd 10	93.994	333.93.99	10/01/19	09/30/20	10/01/19	09/30/20	\$66,916	\$66,916	
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18	09/30/19	10/01/18	09/30/19	\$66,916	\$66,916	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	\$50,187	\$50,187	
FEMA-75 COVID LHJ Allocation		Amd 19	97.036	333.97.03	07/01/20	12/30/20	07/01/20	12/30/20	(\$308,526)	\$0	\$0
FEMA-75 COVID LHJ Allocation		Amd 17	97.036	333.97.03	07/01/20	12/30/20	07/01/20	12/30/20	\$308,526		

Clallam County Health & Human Services

EXHIBIT B-24
ALLOCATIONS
Contract Term 2018-2021

Contract Number: CLH18239
Date: September 15, 2021

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Indirect Rate as of January 2019 through December 2020: 25.77%
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Zoonotics-GFS		Amd 9	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	\$2,095	\$2,095	\$2,600
Zoonotics-GFS		Amd 9	N/A	334.04.91	06/01/19	06/30/19	07/01/17	06/30/19	\$505	\$505	
FY20/21 COVID-19 Disaster Response Acct		Amd 14, 19	N/A	334.04.92	01/20/20	06/30/21	01/01/20	06/30/21	\$119,129	\$119,129	\$119,129
SFY2 Lead Environments of Children		Amd 8	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	(\$1,000)	\$500	\$2,000
SFY2 Lead Environments of Children		Amd 4	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$1,500		
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$1,500	\$1,500	
Rec Shellfish/Biotoxin		Amd 22	N/A	334.04.93	07/01/21	12/31/21	07/01/21	12/31/21	\$2,000	\$2,000	\$15,750
Rec Shellfish/Biotoxin		Amd 22	N/A	334.04.93	07/01/19	06/30/21	07/01/19	06/30/21	\$2,000	\$8,500	
Rec Shellfish/Biotoxin		Amd 19	N/A	334.04.93	07/01/19	06/30/21	07/01/19	06/30/21	\$1,500		
Rec Shellfish/Biotoxin		Amd 16, 19	N/A	334.04.93	07/01/19	06/30/21	07/01/19	06/30/21	\$2,000		
Rec Shellfish/Biotoxin		Amd 9, 16, 19	N/A	334.04.93	07/01/19	06/30/21	07/01/19	06/30/21	\$3,000		
Rec Shellfish/Biotoxin		N/A	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$5,250	\$5,250	
Small Onsite Management (ALEA)		Amd 23	N/A	334.04.93	07/01/21	12/31/21	07/01/21	06/30/23	\$22,500	\$22,500	\$126,588
Small Onsite Management (ALEA)		Amd 9, 19	N/A	334.04.93	07/01/20	06/30/21	07/01/19	06/30/21	\$15,000	\$15,000	
Small Onsite Management (ALEA)		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$45,000	\$45,000	
Small Onsite Management (ALEA)		Amd 9	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$29,088	\$44,088	
Small Onsite Management (ALEA)		N/A	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$15,000		
Wastewater Management-GFS		Amd 19	N/A	334.04.93	01/01/21	06/30/21	07/01/19	06/30/21	\$30,000	\$30,000	\$45,912
Wastewater Management-GFS		Amd 9	N/A	334.04.93	07/01/18	06/30/19	07/01/17	06/30/19	(\$29,088)	\$11,213	
Wastewater Management-GFS		Amd 6	N/A	334.04.93	07/01/18	06/30/19	07/01/17	06/30/19	(\$4,699)		
Wastewater Management-GFS		N/A	N/A	334.04.93	07/01/18	06/30/19	07/01/17	06/30/19	\$45,000		
Wastewater Management-GFS		Amd 6	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$4,699	\$4,699	
FPHS-LHJ-Proviso (YR1)		Amd 24	N/A	336.04.25	07/01/21	12/31/21	07/01/21	06/30/23	\$560,687	\$690,000	\$990,626
FPHS-LHJ-Proviso (YR1)		Amd 23	N/A	336.04.25	07/01/21	12/31/21	07/01/21	06/30/23	\$129,313		
FPHS Funding for LHJs		Amd 17, 19	N/A	336.04.25	07/01/20	06/30/21	07/01/19	06/30/21	\$87,313	\$129,313	
FPHS Funding for LHJs		Amd 10, 19	N/A	336.04.25	07/01/20	06/30/21	07/01/19	06/30/21	\$42,000		
FPHS Funding for LHJs		Amd 17	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	\$87,313	\$129,313	
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	\$42,000		
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18	06/30/19	07/01/17	06/30/19	\$42,000	\$42,000	
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	(\$3,000)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	\$3,000		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 24	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	(\$1,000)	\$3,200	\$3,200
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	(\$2,800)		

Clallam County Health & Human Services

EXHIBIT B-24
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YR 21 SRF - Local Asst (15%) (FS) SS		Amd 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$4,000		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 3, 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$3,000		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 24	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	(\$2,471)	\$2,400	\$2,400
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 22	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	(\$329)		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 15	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	(\$400)		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 12	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	\$2,800		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 10, 12	N/A	346.26.65	01/01/19	12/31/20	01/01/19	06/30/21	\$2,800		
YR 23 SRF - Local Asst (15%) (FO-SW) SS		Amd 24	N/A	346.26.64	01/01/21	12/31/21	09/01/20	12/31/21	(\$5,129)	\$2,800	\$2,800
YR 23 SRF - Local Asst (15%) (FO-SW) SS		Amd 22	N/A	346.26.64	01/01/21	12/31/21	09/01/20	12/31/21	\$2,329		
YR 23 SRF - Local Asst (15%) (FO-SW) SS		Amd 20	N/A	346.26.64	01/01/21	12/31/21	09/01/20	12/31/21	\$5,600		
Sanitary Survey Fees (FO-SW) SS-State		Amd 24	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	\$800	\$12,200	\$12,200
Sanitary Survey Fees (FO-SW) SS-State		Amd 22	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	\$2,000		
Sanitary Survey Fees (FO-SW) SS-State		Amd 15, 22	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	(\$400)		
Sanitary Survey Fees (FO-SW) SS State		Amd 12, 22	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	\$2,800		
Sanitary Survey Fees (FO-SW) SS State		Amd 6, 12, 22	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	\$4,000		
Sanitary Survey Fees (FO-SW) SS State		N/A, Amd 3, 6, 12, 22	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	\$3,000		
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 24	N/A	346.26.66	01/01/18	12/31/18	07/01/17	12/31/18	\$3,800	\$3,800	\$3,800
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/17	12/31/18	(\$2,000)		
YR 20 SRF - Local Asst (15%) (FS) TA		N/A, Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/17	12/31/18	\$2,000		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	(\$3,348)	\$652	\$652
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$2,000		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 3, 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$2,000		
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 22	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	(\$1,392)	\$1,250	\$1,250
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 15	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	(\$1,358)		
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 12	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	\$2,000		
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 10, 12	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	\$2,000		
YR 23 SRF - Local Asst (15%) (FO-SW) TA		Amd 24	N/A	346.26.66	01/01/21	12/31/21	09/01/20	12/31/21	(\$1,392)	\$1,000	\$1,000
YR 23 SRF - Local Asst (15%) (FO-SW) TA		Amd 22	N/A	346.26.66	01/01/21	12/31/21	09/01/20	12/31/21	\$1,392		
YR 23 SRF - Local Asst (15%) (FO-SW) TA		Amd 20	N/A	346.26.66	01/01/21	12/31/21	09/01/20	12/31/21	\$1,000		
TOTAL									\$8,300,198	\$8,300,198	
Total consideration:	\$7,594,903									GRAND TOTAL	\$8,300,198
	\$705,295										
GRAND TOTAL	\$8,300,198									Total Fed	\$6,970,291
										Total State	\$1,329,907

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333", State revenue codes begin with "334".

Exhibit C-23 Schedule of Federal Awards

AMENDMENT #24

Date: September 15, 2021

CLALLAM COUNTY-HEALTH & HUMAN-SWV0000200-00
CONTRACT CLH18239-Clallam County Health & Human Services
CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Account Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY22 USDA WIC CLIENT SVS CONTRACTS	333.10.55	10/01/21	\$13,895,670	10/01/21	12/31/21	\$60,995	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	202222W100347	FFY22 WOMEN, INFANTS AND CHILDREN (WIC) ADMINISTRATION
FFY21 USDA WIC PROGRAM MGMT CSS	333.10.55	10/01/20	\$11,664,919	10/01/20	09/30/21	\$2,450	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	217WAWA7W1003	WOMEN, INFANTS AND CHILDREN (2 YR)
FFY21 USDA WIC CLIENT SVS CONTRACTS	333.10.55	10/01/20	\$11,664,919	10/01/20	09/30/21	\$243,735	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	217WAWA7W1003	WOMEN, INFANTS AND CHILDREN (2 YR)
FFY21 USDA WIC CLIENT SERVICES	333.10.55	10/01/20	\$38,563,948	10/01/20	09/30/21	\$6,956	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	202121W100347	FFY21 WOMEN, INFANTS AND CHILDREN (WIC) ADMINISTRATION
FFY20 USDA WIC NUTRITION ED	333.10.55	10/01/19	\$8,161,312	10/01/19	09/30/20	\$1,665	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	207WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY20 USDA WIC CLIENT SVS CONTRACTS	333.10.55	10/01/19	\$8,161,312	10/01/19	09/30/20	\$288,085	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	207WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY19 CSS USDA WIC PROGRAM MGMT	333.10.55	10/01/17	\$40,101,357	10/01/18	09/30/19	\$242,380	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY18 CSS USDA WIC PROGRAM MGMT	333.10.55	10/02/17	\$27,576,710	01/01/18	09/30/18	\$180,990	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	USDA-WIC ADMIN
FFY21 USDA FMNP PROG MGMT	333.10.57	10/01/20	\$163,249	10/01/20	09/30/21	\$570	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	202121Y860447	USDA-WIC FARMERS' MARKET NUTRITION PROGRAM
FFY20 USDA FMNP PROG MGMT	333.10.57	10/01/19	\$129,791	10/01/19	09/30/20	\$555	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	207WAWA7Y8604	COMMODITY ASSISTANCE PROGRAM
FFY18 CSS USDA FMNP PROG MGMT	333.10.57	10/01/18	\$130,973	01/01/19	09/30/19	\$615	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	197WAWA7Y8604	COMMODITY ASSISTANCE PROGRAM
FFY18 CSS USDA FMNP PROG MGMT	333.10.57	10/01/17	\$86,117	01/01/18	09/30/18	\$611	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	187WAWA7Y8604	COMMODITY ASSISTANCE PROGRAM
FFY19 MIS TECH GRANT	333.10.57	01/28/19	\$2,209,026	10/01/19	09/30/20	\$1,310	10.578	WIC Grants to States (WGS)	Department of Agriculture Food and Nutrition Service	197WAWA1G5212	WIC CONTINGECY
FFY18 CASCADES USDA WIC PROG MGMT-MIS	333.10.57	03/11/16	\$2,224,476	10/01/18	09/30/19	\$3,510	10.578	WIC Grants to States (WGS)	Department of Agriculture Food and Nutrition Service	16157WAWA6W522	WOMEN, INFANTS AND CHILDREN WIC SAM PROJECTS
SS COMMUNITY OUTREACH PN	333.21.01	NGA Not Received	NGA Not Received	07/01/20	06/30/21	\$20,000	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received

Exhibit C-23 Schedule of Federal Awards

AMENDMENT #24

Date: September 15, 2021

CLALLAM COUNTY-HEALTH & HUMAN-SWV0000200-00
CONTRACT CLH18239-Clallam County Health & Human Services
CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Account Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
COVID LHJ OFM ALLOCATION CARES	333.21.01	NGA Not Received	NGA Not Received	03/01/20	12/31/21	\$1,520,200	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received
PS SSI 1-5 PIC TASK 4	333.66.12	08/02/16	\$5,000,000	01/01/18	12/31/21	\$518,447	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
PS SSI 1-5 OSS TASK 4	333.66.12	08/02/16	\$5,000,000	01/01/18	12/31/21	\$393,700	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
PS SSI 1-5 BEACH TASK 4	333.66.12	08/02/16	\$9,200,000	03/01/18	10/31/19	\$9,400	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
FFY20 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	09/26/19	\$237,000	03/01/20	10/31/21	\$14,600	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	01J49701	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
FFY19 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	12/01/18	\$91,991	03/01/19	10/31/19	\$5,400	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	01J49701	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
FFY18 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	12/15/17	\$91,990	03/01/18	10/31/18	\$5,400	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	00J75901	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
FFY21 PHEP BP3 LHJ FUNDING	333.93.06	06/27/21	\$11,574,298	07/01/21	12/31/21	\$35,387	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY20 PHEP BP2 LHJ FUNDING	333.93.06	06/12/20	\$11,365,797	07/01/20	06/30/21	\$58,979	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY19 PHEP BP1 LHJ FUNDING	333.93.06	06/29/19	\$11,307,904	07/01/19	06/30/20	\$58,979	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY18 EPR PHEP BP1 SUPP LHJ FUNDING	333.93.06	08/01/18	\$11,062,782	07/01/18	06/30/19	\$58,979	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
FFY17 EPR PHEP BP1 LHJ FUNDING	333.93.06	07/18/17	\$11,062,782	01/01/18	06/30/18	\$44,198	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HPP AND PHEP COOPERATIVE AGREEMENT
FFY21 OVERDOSE DATA TO ACTION PREV	333.93.13	07/29/21	\$4,390,240	09/01/21	12/31/21	\$87,000	93.136	Injury Prevention and Control Research and State and Community Based Programs	Department of Health and Human Services Centers for Disease Control and Prevention	NU17CE925007	WASHINGTON STATE DEPARTMENT OF HEALTH OVERDOSE DATA TO ACTION
FFY20 OVERDOSE DATA TO ACTION PREV	333.93.13	11/06/20	\$4,390,240	09/01/20	08/31/21	\$116,054	93.136	Injury Prevention and Control Research and State and Community Based Programs	Department of Health and Human Services Centers for Disease Control and Prevention	NU17CE925007	WASHINGTON STATE DEPARTMENT OF HEALTH OVERDOSE DATA TO ACTION
FFY19 OVERDOSE DATA TO ACTION PREV	333.93.13	08/12/19	\$4,390,240	09/01/19	08/31/20	\$60,860	93.136	Injury Prevention and Control Research and State and Community Based Programs	Department of Health and Human Services-Centers for Disease Control and Prevention-National Center for Injury Prevention and	NU17CE925007	WASHINGTON STATE DEPARTMENT OF HEALTH OVERDOSE DATA TO ACTION

Exhibit C-23 Schedule of Federal Awards

AMENDMENT #24

Date: September 15, 2021

CLALLAM COUNTY-HEALTH & HUMAN-SW0000200-00
CONTRACT CLH18239-Clallam County Health & Human Services
CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Account Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY18 PRESCRIPTION DRUG OD-SUPP	333.93.13	05/31/17	\$6,223,623	09/01/18	08/31/19	\$57,707	93.136	Injury Prevention and Control Research and State and Community Based Programs	Department of Health and Human Services Centers for Disease Control and Prevention	NU17CE002734	PRESCRIPTION DRUG OVERDOSE FOR STATES
FFY17 PRESCRIPTION DRUG OD-SUPP	333.93.13	03/16/16	\$4,031,632	01/01/18	08/31/18	\$41,400	93.136	Injury Prevention and Control Research and State and Community Based Programs	Department of Health and Human Services Centers for Disease Control and Prevention	U17CE002734	PRESCRIPTION DRUG OVERDOSE FOR STATES
FFY18 SUICIDE PREVENTION WORKS	333.93.24	09/30/14	\$3,678,752	09/30/18	09/29/19	\$120,000	93.243	Substance Abuse and Mental Health Services, Projects of Regional and National Significance	Department of Health and Human Services Substance Abuse and Mental Health Services Administration	U79SM061734	SUICIDE PREVENTION WORKS
FFY17 SUICIDE PREVENTION WORKS	333.93.24	09/30/14	\$2,943,772	03/01/18	09/29/18	\$100,000	93.243	Substance Abuse and Mental Health Services, Projects of Regional and National Significance	Department of Health and Human Services Substance Abuse and Mental Health Services Administration	SM061734	SUICIDE PREVENTION WORKS
FFY21 VFC OPS	333.93.26	07/01/20	\$9,082,252	07/01/20	12/31/20	\$2,800	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY21 COVID19 VACCINE SERVICES-CARES	333.93.26	01/15/21	\$68,807,053	07/01/20	12/31/21	\$14,582	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY20 VFC OPS	333.93.26	07/01/19	\$9,234,835	07/01/19	06/30/20	\$5,600	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY17 VFC OPS	333.93.26	03/03/17	\$1,201,605	01/01/18	06/30/18	\$2,413	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 PPHF OPS	333.93.26	06/29/18	\$3,634,512	07/01/18	06/30/19	\$500	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 INCREASING IMMUNIZATION RATES	333.93.26	06/29/18	\$1,722,443	07/01/18	06/30/19	\$5,600	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 AFIX	333.93.26	03/03/17	\$1,672,289	01/01/18	06/30/18	\$3,640	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 317 OPS	333.93.26	03/03/17	\$575,969	01/01/18	06/30/18	\$1,277	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
COVID19 VACCINES	333.93.26	03/31/21	\$60,234,086	07/01/20	12/31/21	\$359,803	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN
FFY20 VECTOR-BORNE T2&3 EPI ELC FPH	333.93.32	03/15/21	\$450,062,518	06/01/21	12/31/21	\$3,000	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING AND STRENGTHENING EPIDEMIOLOGY,
FFY20 ELC EDE LHJ ALLOCATION	333.93.32	01/14/21	\$438,300,928	01/15/21	12/31/21	\$1,343,451	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING AND STRENGTHENING EPIDEMIOLOGY,

Exhibit C-23 Schedule of Federal Awards

AMENDMENT #24

Date: September 15, 2021

CLALLAM COUNTY-HEALTH & HUMAN-SWV0000200-00
 CONTRACT CLH18239-Clallam County Health & Human Services
 CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Account Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY19 ELC COVID ED LHJ ALLOCATION	333.93.32	01/01/21	\$177,231,548	01/01/21	12/31/21	\$349,731	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY,
FFY19 COVID CARES	333.93.32	04/23/20	\$22,581,789	06/01/20	12/31/21	\$118,242	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY,
FFY20 CDC COVID-19 CRISIS RESP LHJ-TRIBE	333.93.35	03/16/20	\$13,230,799	01/20/20	12/31/21	\$130,871	93.354	Public Health Emergency Response; Cooperative Agreement for Emergency Response, Public Health Crisis Response	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922069	CDC COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE PUBLIC HEALTH CRISIS RESPONSE CDC-RFA-TP18-1802
FFY22 MCHBG LHJ CONTRACTS	333.93.99	10/13/21	\$1,555,601	10/01/21	12/31/21	\$16,729	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B0445251	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY21 MCHBG LHJ CONTRACTS	333.93.99	02/08/21	\$2,662,201	10/01/20	09/30/21	\$66,916	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B0440169	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY20 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/19	09/30/20	\$66,916	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY18 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/18	09/30/19	\$66,916	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY18 MCHBG LHJ CONTRACTS	333.93.99	10/20/17	\$1,650,528	01/01/18	09/30/18	\$50,187	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC31524	MATERNAL AND CHILD HEALTH SERVICES
TOTAL						\$8,970,281					



AGENDA ITEM SUMMARY

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

8
12/20/21
2k

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 12/20/21

REGULAR AGENDA ☒ Meeting Date: 12/21/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-22-TPCHD |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

WAC 246-217 that requires all food workers have food worker training within 14 days of hire. Tacoma-Pierce County Health Department (TPCHD) developed online food worker card training to meet the requirements. Clallam County has had an interlocal agreement with TPCHD since 2014 for an agreement to use the TPCHD online format for food worker card education. There is a \$10 charge for food worker cards. TPCHD retains \$3/card for the online platform and sends \$7/card to Clallam. TPCHD reimburses quarterly.

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

This revenue is planned for 2022.

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

Sign the Interlocal Agreement with TPCHD. TPCHD has requested using Adobe Sign. The emailed document will be sent to Board Chair, Ozias.

County Official signature & print name: Jennifer Marcelon

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: HHS

Date submitted: 12/15/21

- * 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)

2021 Agenda Item Summary
Revised: 3-04-2019

INTERLOCAL AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES** hereinafter referred to as the **Local Health Jurisdiction**. The **DEPARTMENT** and the **Local Health Jurisdiction** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** and the **Local Health Jurisdiction** are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Allocation of Fees

- B. **Department Representative** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- C. **Local Health Jurisdiction's Representative** means the individual designated and authorized by the **Local Health Jurisdiction** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the **DEPARTMENT** or the **Local Health Jurisdiction** pursuant to and governed by this Agreement, including Addenda A and B.

III. TERM

The term of this Agreement shall be: January 1, 2022 through December 31, 2026, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

IV. PAYMENT

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

V. HOLD HARMLESS

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

VI. RECORDS MAINTENANCE

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least one hundred eighty (180) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

VIII. CHANGE IN FUNDING

If the funding authorities of the **DEPARTMENT** (*Federal, State, and local agencies*) fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

IX. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

X. PERFORMANCE

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

XI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

XII. NON-DISCRIMINATION

Each party covenants that in providing the services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of marital status, presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, race, creed, color, national origin, age, religion, gender, sexual orientation, disabled veteran status or Vietnam Era Veteran status.

XIII. DISPUTES

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Local Health Officer or his /her designee for resolution. In the event the Local Health Officers are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

XIV. SERVICES MANAGEMENT

The work described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Interlocal Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto. This Agreement supersedes any prior written agreements between the parties relating to the work described in Addendum A.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

Local Health Jurisdiction Authorized Signature

DEPARTMENT Authorized Signature

Mark Ozias
Board of County Commissioner, Chair

Date

Nigel Turner
Division Director

Date

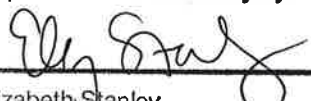
Clallam County Department of Health & Human
Services
111 East 3rd Street
Port Angeles, WA 98362
(360) 417-2347

Christopher Schuler
Business Manager

Date

Tacoma-Pierce County Health Department
3629 South D Street, MS 001
Tacoma, WA 98418
(253) 649-1500

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to Agreement #1061-34-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. Local Health Jurisdiction's Responsibilities:

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **Local Health Jurisdiction's** "Designated Agent" and provide online food worker training, testing and card issuance to residents of Clallam County and any out-of-state residents who state they work in Clallam County, as permitted under Chapter 246-217 WAC.
- 1.2. Hold the **DEPARTMENT** harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the **DEPARTMENT's** training, testing and card issuance web site.
- 1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The **Local Health Jurisdiction** shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. The DEPARTMENT's Responsibilities:

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of the **Local Health Jurisdiction** in accordance with the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of Clallam County and any out-of-state residents who state they work in Clallam County.
- 2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Clallam County and any out-of-state residents who state they work in Clallam County may be directed for online training, testing and card issuance. The **DEPARTMENT** may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to **Local Health Jurisdiction**.
- 2.4. Provide access to the software to print a food worker card with the **Local Health Jurisdiction** logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.
- 2.5. Establish a secure online payment gateway and service that will permit online payment services via, credit cards, including but not limited to Visa and MasterCard, as well as debit cards.
- 2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.
- 2.7. Provide **Local Health Jurisdiction** with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.
- 2.8. Provide support and service to **Local Health Jurisdiction** during regular **DEPARTMENT** hours of operation to ensure **Local Health Jurisdiction** has the ability to respond to queries from residents of Clallam County and any out-of-state residents who state they work in Clallam County.

3. Public Records Requests.

3.1 The **DEPARTMENT** holds the records and data generated by the Food Workers Card software as the **Local Health Jurisdiction's** designee. The **DEPARTMENT** will provide all such materials to the **Local Health Jurisdiction** in response to any public record request the **Local Health Jurisdiction** may receive relating to the Food Workers Card database. The **Local Health Jurisdiction** will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the **Local Health Jurisdiction** requests records, the **Local Health Jurisdiction** must clearly describe the records that are being requested. The **DEPARTMENT** will notify the **Local Health Jurisdiction** as to the number of days it will take to gather the responsive records. Any public records requests received by the **DEPARTMENT** will be fulfilled by the **DEPARTMENT**. In the event the **DEPARTMENT** receives a request for public records regarding the **Local Health Jurisdiction's** records, the **DEPARTMENT** will notify the **Local Health Jurisdiction** of the request prior to releasing the records.

4. Liaisons for the Agreement:

On behalf of the **DEPARTMENT**:

Donald Foreman
Project Manager
Tacoma-Pierce County Health Department
3629 S D Street
Tacoma, WA 98418
Phone: (253) 649-1707
Fax: (253) 649-1360
Email: dforeman@tpchd.org

On behalf of the **Local Health Jurisdiction**:

Jennifer Garcelon
Environmental Health Manager
Clallam County Department of Health & Human Services
111 East 3rd Street
Port Angeles, WA 98362
Phone: (360) 417-2347
Fax: (360) 452-9795
Email: jgarcelon@co.clallam.wa.us

ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement #1061-25-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

1. Fee Allocation and Method of Payment:

- 1.1. During the period January 1, 2022 through December 31, 2026, the **DEPARTMENT** will collect on behalf of the **Local Health Jurisdiction** the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.
- 1.2. The **DEPARTMENT** will retain a \$3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of Clallam County and any out-of-state resident who states he or she works in Clallam County and who enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.3. The **DEPARTMENT** may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the **Local Health Jurisdiction**), and shall not be included in the fee allocations and methods of payment described elsewhere in this section.
- 1.4. If the actual and indirect costs incurred by the **DEPARTMENT** to provide the services described in this Agreement exceed \$3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the **Local Health Jurisdiction** will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction**. The **Local Health Jurisdiction** may terminate this Agreement by giving (90) days written notice in the event of a rate increase.
- 1.5. The **DEPARTMENT** will retain a \$1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of Clallam County and any Clallam out-of-state resident who has lost his or her original food worker card; provided, he or she works in County, purchases a replacement— food worker card without taking the online test, and enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.6. If a food worker from a **Local Health Jurisdiction** challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the **Local Health Jurisdiction** agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are \$25.00 per transaction in addition to the actual amount reversed.
- 1.7. The **DEPARTMENT** shall remit monies owed to the **Local Health Jurisdiction** on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the **Local Health Jurisdiction** at the address stated below within 20 business days of the end of the quarter.
- 1.8. At the written request of the **Local Health Jurisdiction Representative** the **DEPARTMENT** may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of Clallam County that are not permitted internet access. The **DEPARTMENT** will retain \$10.00 per card fee for this service.

2. **Remittance Address:** DEPARTMENT will remit payment to the address stated below:

Clallam County Department of Health & Human Services
111 East 3rd Street
Port Angeles, WA 98362
Phone: (360) 417-2347

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1061-Food Safety



AGENDA ITEM SUMMARY

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

Department: DCD

Roads

WORK SESSION

☒ Meeting Date: 12-20-21

REGULAR AGENDA

☒ Meeting Date: 12-21-21

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 is applying for a FEMA Building Resilient Infrastructure and communities (BRIC) grant to provide construction costs to build the Dungeness Off-channel Reservoir and associated irrigation infrastructure on River Road in the Sequim area.

One of the requirements of the application is a resolution designating an applicant agent and alternate that authorizes its agent and alternate to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state non-disaster mitigation commits the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this grant.

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 authorize Carol Creasey as the applicant agent and Ross Tyler as the alternate.

County Official signature & print name:

Mary Peterson
Mary Peterson for Ross Tyler

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

Relevant Departments: Public Works

Date submitted: 12-15-21

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

Agenda Item Summary Designation Resolution(12-15-21)

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

Revised: 3-04-2019

Resolution Designating Applicant Agent

For the State of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT

Carol L. Creasey, Reservoir Project Manager/County Hydrogeologist
(Print Name and Title)

OR HIS/HER ALTERNATE

Ross Tyler, Public Works Director/County Engineer
(Print Name and Title)

Is hereby authorized to execute for and on behalf of Clallam County, a local government entity, state agency, special purpose district, or federally recognized tribe established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under the Disaster Recovery Reform Act, Section 1234; amended Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

THAT Clallam County hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state non-disaster mitigation.

Passed and approved this _____ day of _____, 20____

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

10
12/20/21



AGENDA ITEM SUMMARY

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

Department: DCD / Roads

WORK SESSION ☒ Meeting Date: 12-20-21

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: grant application |

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. Preliminary information concerning the application is provided on the attached Clallam County's Grant Application Information form.

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 approve submitting an application to FEMA BRIC Grant program.

County Official signature & print name:

Mary Peterson
Mary Peterson for Ross Tyler

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

Relevant Departments: Public Works

Date submitted: 12-15-21

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

Agenda Item Summary BRIC application (12-14-21)

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

Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Public Works**

DATE SUBMITTED TO W/S: 12-14-21

GRANT NAME: **FEMA BRIC**

APPLICATION DEADLINE: **1-3-22**

ISSUING AGENCY: **FEMA**

IS THIS A RENEWAL? **no**

LENGTH OF GRANT: **3 yrs**

RENEWAL POSSIBLE? **Extend 1 yr**

TOTAL AWARD: **~\$30M**

ANNUAL AMOUNT : **~\$10M**

MATCH REQUIRED? **25%**

MATCH AMOUNT: **~\$7.5M**

DESCRIPTION OF GRANT AND PURPOSE:

FEMA BRIC (Building Resilient Infrastructure and Communities) funds hazard mitigation projects. It does so recognizing the growing hazards associated with climate change, and the need for natural hazard risk mitigation activities that promote climate adaptation and resilience with respect to those hazards.

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

This grant, if secured, will be used to accomplish construction of the Dungeness Off-channel Reservoir and its associated infrastructure such as upgrades to the Highland Irrigation District (HID) system upgradient of the Reservoir. 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.

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

Yes, this grant will aid in the County accomplishing what the BOCC stated in Resolution 92.

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

The grant is needed for a new service. The service is necessary in order to adapt to changes in climate.

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

The main performance standard to be used is a benefit cost ratio of >1. Other performance measures will be sustainable, reliable irrigation water for the eastside irrigators during the low flow times, increase in aquifer recharge to the shallow aquifers and local streams, increases in fish habitat and increases in population for the 4 ESA listed fish, and usage of a County park

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

Once the Reservoir is constructed there will be some local funding needs for O&M of the

Reservoir and to maintain the new County park.

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

Match will come from the two Ecology Streamflow Restoration grants and the WA Conservation Irrigation Efficiency grant acquired via the Clallam Conservation District.

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

The Parks, Fairs & Facilities would be impacted. I have already contacted them concerning this grant application.

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

No new positions will be added. All wages and benefits are payable if they apply to the grant work. When the grant period ends then staff will work on other projects.

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

Yes and yes.

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

If the grant is not received, then the County and its Reservoir Partners will need to apply for additional grants, which will cause additional staff time to be used.

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

Indirect costs are eligible and will be charged and allocated.

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

Not that is apparent.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

There will be changes if we receive the grant.

OTHER COMMENTS

If selected, we can also ask for reimbursement of pre-award costs such as writing the grant application and paying for the benefit-cost analysis.

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

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



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12/20/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-20-21**

REGULAR AGENDA ☒ **Meeting Date: 01-04-22**

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 expiration of term. A press release was issued in October 2021 to solicit applications from interested citizens and public representatives.

Kevin LoPiccolo – Health and Human Services Director recommends the reappointment of Tayler McCrorie to the Behavioral Health Advisory Board.

No other applications were received for this position.

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

None

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

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

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

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 12-10-21

* 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 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 an expiration of term.
2. A press release was issued during the month of October 2021 soliciting applications from interested citizens, and the current member with an expiring term was notified.
3. The member with expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.
4. Health and Human Services Director endorses the reappointment of Tayler McCrorie 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. **Tayler McCrorie** is reappointed as the private provider of mental health services not contracting for funding representative for a term ending December 31, 2024.

PASSED AND ADOPTED this 4th day of January, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.52
Appointee(s)
HHS



12
12/20/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 12-20-21

REGULAR AGENDA ☒ **Meeting Date:** 01-04-22

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 exists on the Homelessness Task Force due to expiration of term. A press release was issued in October 2021 to solicit applications from interested citizens and public representatives.

Kevin LoPiccolo – Health and Human Services Director recommends the reappointment of Ann Simpson to the Homelessness Task Force.

There were no other applications for this position.

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

None

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

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

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

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 12-10-21

* 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 A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A Vacancy exists on the Homelessness Task Force due to the expiration of term.
2. A press release was issued during the month of October 2021 soliciting applications from interested citizens. The current member with the expiring term was notified and requested to be considered for an additional term. No new applications were received for this position.
3. The Health and Human Services Department Director endorses the reappointment of Ann Simpson to the Homelessness Task Force.

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

1. **Ann Simpson** is reappointed as the West End Service Providers representative for a term expiring December 31, 2024.

PASSED AND ADOPTED this 4th day of December, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: A22.50
Appointee(s)
HHS



13
12/20/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-20-21**

REGULAR AGENDA ☒ **Meeting Date: 01-04-22**

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 exists on the Olympic Area Agency on Aging (O3A) due to expiration of terms. A press release was issued in October 2021 to solicit applications.

The Olympic Area Agency on Aging Advisory Council supports the reappointment of Elizabeth Pratt and appointment of Marsha Melnick.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-10-21

* 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)

O3A appointment resolution 1-4-22
Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING AND APPOINTING REPRESENTATIVES TO THE
OLYMPIC AREA AGENCY ON AGING ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Olympic Area Agency on Aging Advisory Council due to expired terms.
2. A press release was issued during the month of October 2021 soliciting applications from interested citizens, and the current member with the expiring terms were notified.
3. The Olympic Area Agency on Aging Advisory Council supports the reappointment of Elizabeth Pratt and appointment of Marsha Melnick.

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

1. **Elizabeth Pratt** is reappointed as a Clallam County Representative to a term expiring December 31, 2025.
2. **Marsha Melnick** is appointed as a Clallam County Representative to a term expiring December 31, 2022.

PASSED AND ADOPTED this 4th day of January, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Appointees
Olympic Area Agency on Aging
A22.167



AGENDA ITEM SUMMARY

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

14
12/20/21
36

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-20-21

REGULAR AGENDA ☒ Meeting Date: 12-21-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Marine Resources Committee due to a long standing vacant position.

This resolution is correct Resolution 100, 2021 due to an incorrect position listed for Raymond W. Kirk. Mr. Kirk will be appointed to the At Large **Alternate** representative. Resolution 100, 2021 listed him as the At Large representative.

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

None

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

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

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

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 12-09-21

* 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 _____, 2021

CORRECTED RESOLUTION APPOINTING A MEMBER TO THE
MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee due to a long standing vacant position.
2. A press release was issued during October 2021 soliciting applications from interested citizens. One application was received for the At Large Alternate representative position.
3. The Director of the Department of Community Development endorses the appointment of Raymond W. Kirk.
4. This resolution is correct Resolution 100, 2021 due to an incorrect position listed for Raymond W. Kirk. Mr. Kirk will be appointed to the At Large **Alternate** representative. Resolution 100, 2021 listed him as the At Large representative.

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

1. **Raymond W. Kirk** is appointed to serve as the At Large Alternate representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 21st day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.164
Appointee
DCD



15
12/20/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 12/20/21

REGULAR AGENDA ☒ **Meeting Date:** 1/4/21

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:

Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
Discussion and Resolution designating Commissioner involvement on advisory boards for 2022.

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

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

Discussion and Resolution designating Commissioner involvement on advisory boards for 2022.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: November 19, 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
DESIGNATING COMMISSIONER INVOLVEMENT ON ADVISORY BOARDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
2. A work session was held December 27, 2021 and the Commissioners stated their preferences.

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

1. All three Commissioners will serve on the Board of Health, the Clallam County Finance Committee, the Olympic Area Agency on Aging (CRJ lead), as members of the Washington State Association of Counties (WSAC), and individually as follows:

MARK OZIAS

Behavioral Health Advisory Board
Canvassing Board
Clallam Transit System
Conservation Futures Program Advisory Board
Law Library Board of Trustees
Lodging Tax Advisory Committee - Alternate
Marine Resources Committee
North Olympic Development Council
Olympic Area Agency on Aging (Alternate)

Olympic Coast National Marine Sanctuary Advisory Council
Olympic Community Action Programs (OlyCAP)
Olympic Consortium Board (Alternate)
Salish Behavioral Health Associated Services Organization
Sequim Chamber of Commerce Ex-Officio Member
Solid Waste Advisory Committee
Tribal Liaison – Jamestown S'Klallam

RANDY JOHNSON

Clallam County Disability Board
Clallam Transit System (Alternate)
Heritage Advisory Board
Homelessness Task Force
Law and Justice Council
Lodging Tax Advisory Committee
Noxious Weed Control Board
Olympic Area on Aging
Olympic Consortium Board
Olympic Region Clean Air Agency – Alternate

PA Forward
Port Angeles Chamber of Commerce
Salish Behavioral Health Associated Services Organization (Alternate)
Veterans' Affairs Liaison
Washington State Association of Counties Steering Committee for study of economic impact
Washington Timber Counties Caucus
William Shore Memorial Pool District

BILL PEACH

Canvassing Board (Alternate)
Clallam Bay/Seki Chamber of Commerce Liaison
Clallam Bay/Seki Community Action Team
Clallam Bay/Seki Sewer Advisory Committee
Clallam Transit System
Crescent Community Advisory Council
Developmental Disability Advisory Committee
Forks Chamber of Commerce Liaison
Neah Bay Chamber of Commerce Liaison
Olympic Area on Aging (Alternate)
Peninsula Regional Transportation Planning Organization
Olympic Region Clean Air Agency

Timber Resource Advisory Committee (USFS)
Trails Advisory Committee
Tribal Liaison – Lower Elwha/Quileute/Makah
Veterans' Affairs Liaison (Alternate)
Washington State Association of Counties Board of Natural Resources
Legislative Steering Committee
West End Betterment Association
West End Business and Professional Association
William Shore Memorial Pool District

PASSED AND ADOPTED this 4th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board



16
12/20/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-20-21**

REGULAR AGENDA ☐ **Meeting Date:**

Item summary:

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

Executive summary:

Evergreen Forest County Group has requested the Clallam County Board of Commissioners to pay 2022 County Annual Dues for Public Land, Environment and Natural Resources work by Robert K. Weidner on behalf of Clallam County in Washington D.C.

Discussion on Recommendations and objectives for Clallam County for 2022

1. Full SRS Funding
2. Full PILT Funding
3. Work for Clallam County
4. Work to revise Northwest Forest Plan
5. Revise Spotted Owl Habitat
6. Other issues as directed by the BOCC

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?** ☐

Requested amount \$10,000

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance
Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 12/08/21

* 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)

Gores, Alanna

From: Robert Weidner <rkw57@mac.com>
Sent: Sunday, December 5, 2021 4:54 PM
To: Johnson, Randy
Subject: Fwd: Draft Clallam objectives

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Begin forwarded message:

From: Robert Weidner
<rkw57@mac.com>
Subject: Draft Clallam Objectives
Date: December 5, 2021 at 9:25:41
PM EST
To: Weidner Bob <rkw57@mac.com>

Dear Commissioner:

As you requested, here are some of my
recommendations & objectives for Clallam
County for 2022.

1. FULL SRS FUNDING.

Upon review after we spoke yesterday, it appears that the County did receive some \$673,305.91 in Secure Rural Schools (SRS) Title I funds for FY 2020. That represents 85% of the total SRS payment to Clallam County. One half (50%) of that amount is taken by the State of Washington for primary education and the other half (\$336,000) should have gone directly into the county's road budget. The remaining 15% is divided between Title II Resource Advisory Council (RAC) projects and County Title III projects over which the commissioners have direct control.

(In December 2019, I helped put together a Senate bill which was authored by Joe Manchin (D-W-VA) and Mike Crapo (R-ID) which was signed into law by President Biden in November of this year It: 1. Ended a 10-year 5% annual

reduction in SRS payments to National Forest counties including Clallam, restored payments to 2017 levels, and granted a three year extension for FY 2021, 2022, & 2023. It also makes appointments to RACs occur if the Forest Chief fails to act in 30 days and grants counties flexibility to allocate SRS funds in titles II and III.)

2. Full PILT funding. Like SRS, PILT payments do not automatically happen because PILT is NOT an entitlement program. Congressional Appropriators choose to fund PILT. Moreover full PILT funding is impacted by whether or not SRS is fully funded. Because of the PILT formula, it is crucial to keep SRS funded as well in order to protect Clallam county's \$1,092,560 PILT payment (FY 2020). Congress will likely approve a similar amount in the FY 2021 Interior Appropriation's bill which is waiting to be

approved pending final passage of the FY 2021 Continuing Resolution (CR).

3. Work with Clallam County Commissioners & perhaps other counties on the Olympic Peninsula to reestablish a viable Timber program off of the Olympic National Forest including a focused education effort with Rep Kilmer.

4. Work to revise Northwest Forest Plan

5. Revise Spotted Owl Habitat (Currently in litigation)

6. Other issues as directed by the Clallam County Commissioners.

Thanks! RKW

Evergreen Forest County Group

9720 Ironmaster Drive
Burke, VA 22015
703 898-6603
rkw57@msn.com

RECEIVED
CLALLAM CO. FINANCE

OCT 11 2021

January 1, 2022

INVOICE

2022 County Annual Dues for Public Land, Environment &
Natural Resources Work by Robert K. Weidner on behalf of
Clallam County in Washington D.C.

Amount Due: \$10,000.00

Please make check payable to:

***Robert K. Weidner
Chartwell Enterprises***

W-9 S Corp. 47-2716989
9720 Ironmaster Drive
Burke, VA 22015

Many Thanks!

A Rural Public Lands County Council Affiliate County

**MEMORANDUM OF AGREEMENT
ON BEHALF OF CLALLAM COUNTY, A MEMBER
OF THE EVERGREEN FOREST COUNTY GROUP
A Rural Public Lands County Council Affiliate
2022**

I. PARTIES

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter "Weidner", with offices in the Washington, D.C. area and Clallam County, hereinafter "the County".

II. RESPONSIBILITIES

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation's advisor to Clallam County and other counties of the Evergreen Forest County Group hereinafter "Evergreen". In this role, Weidner will report to and receive guidance from Evergreen Group Members & Commissioners of participating counties including:

- A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.
- B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.
- C. In addition to those activities described in "B" above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.
- D. Providing regular briefings to the Evergreen Executive Committee and member counties following the guidelines set forth by the Executive Committee.

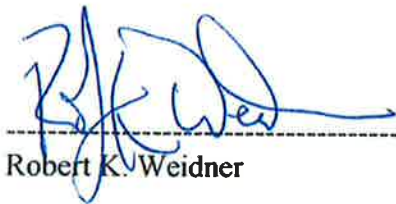
- E. Provide periodic updates on issues and activities, which affect Evergreen member counties.

III. DURATION

This Memorandum of Agreement shall remain in effect from January 1, 2022 until December 31, 2022. However, either party may cancel this contract with sixty days notice without cause.

IV. FEES

PLEASE MAKE CHECK PAYABLE TO Robert K. Weidner. In consideration of the above-referenced services to be performed by Weidner, the County agrees to pay Weidner \$10,000.00 in January of 2022. Should this contract be terminated early, pursuant to the provision of III, above, and then compensation for Weidner's services shall be computed based upon the number of hours actually expended by Weidner multiplied by an hourly rate of \$250.00 per hour. Provided, however, that in no event shall the fees incurred exceed the total amount stated above unless agreed to by the two parties.


Robert K. Weidner

9-27-21
Date

On behalf of Clallam County

Date



AGENDA ITEM SUMMARY

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

17
12/20/21
30

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 12/20/2021

REGULAR AGENDA ☒ **Meeting Date:** 12/21/2021

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:

The Washington State Auditor now requires Sales & Use Tax to be held in a fund outside the General Fund. This resolution approves the creation of the new State Sales and Use Tax Fund (69127).

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

No budgetary impact.

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

Please review and approve.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Debi Cook, Mark Lane

Relevant Departments: BOCC, Finance

Date Submitted: 12/15/2021

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

Agenda Item Sum - Res Sales & Use Tax 12-15-2021

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

Revised: 3-04-2019



RESOLUTION _____, 2021

CREATION OF NEW AGENCY FUND - STATE SALES AND USE TAX

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Washington State Auditor now requires Sales and Use Tax funds to be held in a fund outside the General Fund.
2. Creation of this new fund allows the County to meet all accounting and reporting requirements needed for these funds.

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

1. State Sales and Use Tax (69127), an Agency Fund, is now established.

PASSED AND ADOPTED this _____ day of December, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

18
12/20/21
2C

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 12/20/2021

REGULAR AGENDA ☒ Meeting Date: 12/21/2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19961.21.012 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is our Personal Services Agreement with the Black Ball Transportation, Inc. in the amount of \$21,000 for the COVID-19 Vaccine Marketing Campaign.

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?** ☐

Funding for this contract is already included in the 2021 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

A handwritten signature in cursive script, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Randy Johnson

Relevant Departments: BOCC/Finance

Date submitted: 12/13/2021

* 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)



PERSONAL SERVICES AGREEMENT

Contract Number: 19961.21.012

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

Name: Black Ball Transportation, Inc.

Address: 820 NE 45th Street, Suite 3
Seattle, WA 98105

Phone N^o:

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the first day of November 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of March 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of , 2021.

CONTRACTOR:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Name: _____

Mark Ozias, Chair

Date: _____

ATTEST:

Loni Gores, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department

SCOPE OF WORK

COVID-19 Vaccine Marketing Campaign:

- Implementation, Monitoring and Data Analyzing
- Campaign Branding and Development
- Campaign Logo Design
- Website Purchase and Design
- Google Ads and Social Media Ads Design
- Google, Microsoft and Social Media Ads purchase

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWENTY ONE THOUSAND DOLLARS (\$21,000) per calendar year for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly invoiced.

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or

employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

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

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

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

- 21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Debi Cook

Title: Financial Systems Administrator/Budget Director

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

Telephone: 360.417.2382

E-mail: dcook@co.clallam.wa.us

Fax: 360.417.2493

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence
- ☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period

Endorsement (two year tail).	\$	per occurrence
------------------------------	----	----------------
- ☐ WORKERS COMPENSATION:

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

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurance is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

☐

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

☐

4. Other (specify):.



AGENDA ITEM SUMMARY

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

19
12/20/21
2d

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/20/2021**

REGULAR AGENDA ☒ **Meeting Date:** **12/21/2021**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19961.21.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

ARPA SUBRECIPIENT AGREEMENT AMENDMENT—CLALLAM COUNTY PUD FOR PROVISION OF RESIDENTIAL AND COMMERCIAL UTILITY ASSISTANCE GRANTS

Attached for your review and approval is an amendment to the ARPA Subrecipient Agreement for Residential and Commercial Utility Assistance Grants with Clallam County PUD which was executed by the County on July 27, 2021. This amendment is administrative in nature, as it adds certain additional required contractual elements that all ARPA subrecipient agreements executed after this agreement contain that were initially not included in this first ARPA subrecipient agreement executed by the County, including the Federal Tax ID and DUNS # of Clallam PUD, the federal CFDA number assigned to the ARPA funds grant provided to the County by the US Treasury, and the Federal FAIN # assigned to our ARPA interagency agreement with the US Treasury.

This amendment also adds certain eligible usage language found in other County ARPA subrecipient agreements executed after this agreement to conform the PUD agreement to our most recent standard ARPA subrecipient agreement. This language includes the additional allowed usages of ARPA funds to address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments including supporting child care.

All of other terms and conditions of the original agreement are unchanged.

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

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --ARPA Subrecipient Agreement Amendment-- Clallam PUD 12202021.docx

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

Revised: 3-04-2019

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

We request the Commissioner's approval to execute this amendment during the 12/21/21 BOCC meeting.

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: _____ Finance, BOCC _____

Date submitted:

December 14, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --ARPA Subrecipient Agreement Amendment-- Clallam PUD 12202021.docx

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

Revised: 3-04-2019



ARPA SUBRECIPIENT AGREEMENT AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Clallam County PUD, a Washington state public utility ("Subrecipient"), and changes the following attachments to the agreement entered into on July 27, 2021.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 27th day of July, 2021 and shall terminate as provided elsewhere in the Agreement.

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

SUBRECIPIENT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Print name: Doug Nass

Mark Ozias, Chair

Title: General Manager

Date: _____ 20

Originals: BOCC
Clallam PUD
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY. APPROVED BY DEE BOUGHTON ON
12/10/2021

AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 1, page 1, is amended to read as follows:

“This ARPA Subrecipient Agreement (“Agreement”) is dated as of the 27th day of July, 2021, by and between Clallam County, a Washington political subdivision ("County"), and Clallam County PUD (Federal Tax ID 91-6001041, DUNS #047494331), a Washington state public utility (“Subrecipient”)

Paragraph 2, page 1, is amended to read as follows:

“WHEREAS, the U.S. Department of the Treasury (“Treasury”) has allocated to the County \$15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA Act”), of which \$7,510,320 was outlaid to the County on May 28, 2021 with the remainder of funds of \$7,510,320 to be disbursed by Treasury to the County one year thereafter, for the limited purposes identified in the Interagency Agreement between the Treasury and Clallam County designated under FAIN #SLFRP2169 (“IGA”), identified as Attachment A, the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (“Interim Final Rule”), identified as Attachment B, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (“Compliance & Reporting Guidelines”), identified as Attachment C. Attachments A, B & C are attached hereto and incorporated herein by this reference.”

Paragraph 3, page 1, is amended to read as follows:

“WHEREAS, the ARPA Act authorizes the County to expend ARPA Funds awarded to the County for the following eligible purposes as outlined in the Interim Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (4) To make necessary investments in water, sewer, or broadband infrastructure;
- (5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:
 - a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
 - b. Building stronger neighborhoods and communities, including supportive housing

and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;

- c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth. (collectively "Eligible Uses")."

Paragraph 4, page 1, is amended to read as follows:

"Pursuant to the ARPA Act, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026."

Item 3, page 2, is amended to read as follows:

- 3. "Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories: a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; d) To make necessary investments in water, sewer, or broadband infrastructure; and e) To address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments."

All other terms or conditions of the original Agreement not described or mentioned here remain unchanged and continue to have their full force and effect.



AGENDA ITEM SUMMARY

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

20
12/20/21
2e

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/20/2021**

REGULAR AGENDA ☒ **Meeting Date:** **12/21/2021**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19961.21.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

ARPA SUBRECIPIENT AGREEMENT AMENDMENT—CLALLAM ECONOMIC DEVELOPMENT COUNCIL FOR PROVISION OF ECONOMIC ASSISTANCE GRANTS TO SMALL BUSINESSES AND NONPROFITS:

Attached for your review and approval is an amendment to the ARPA Subrecipient Agreement for Small Business & Nonprofit Economic Assistance Grants with Clallam EDC which was executed by the County on August 10, 2021. This amendment adds certain eligible usage language found in other County ARPA subrecipient agreements executed after this agreement to conform the EDC agreement to this new language found in our most recent standard ARPA subrecipient agreement. This language addresses the additional allowed usages of ARPA funds to address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments including supporting child care.

The amendment also broadens the provision of assistance to organizations providing child care services in Clallam County to include small business, nonprofits and special districts that provided child care services to populations disparately impacted by the COVID-19 pandemic.

The amendment also sets ARPA assistance awards for non-child care and child care assistance grants under the EDC Lifeboat3 Program as follows:

- For Small Businesses and Non-Profits (Excluding Child Care Service Providers)--from \$5,000 up to a maximum of \$20,000 (consistent with the original agreement);

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --ARPA Subrecipient Agreement Amendment-- EDC 12202021.docx

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

Revised: 3-04-2019

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Non-Exempt Child Care services in Clallam County-- from \$5,000 up to a maximum of \$20,000;
- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Exempt Child Care Services in Clallam County--from \$5,000 up to a maximum of \$60,000.

It should be noted that the higher award limit proposed above for licensed/exempt providers of child care services in Clallam County is based on the significant amount of state funding being provided to non-exempt child care providers, but for which licensed/exempt providers are not eligible to receive. As many licensed/exempt providers of child care in Clallam County played a pivotal role in addressing the severe need for child care services during the COVID-19 pandemic and incurred substantial costs in ramping up their child care programs to meet this demand and based on the number child care applicants requesting funding, the EDC Grant Selection Committee requested the maximum award limit be raised to reflect these providers' inability to secure any funding from the new state-sponsored child care funding.

This amendment also reflects a small change in the composition of the Lifeboat3 Grant Selection Committee, with the addition of Johanna Bartee as the reviewer of all child care provider applications.

Finally, as the first Lifeboat3 application window has now closed and the first tranche of ARPA small business/nonprofit economic assistance grants have now been issued totaling \$1,002,116, this amendment updates the Scope of Work of the agreement to provide for the opening and closing of subsequent application windows to be at the discretion of the Lifeboat3 Grant Selection Committee until all remaining funds are disbursed. The only condition placed on this discretion is that each application window must remain open for no less than 30 days in order to balance the need to give applicants adequate time to apply with the need to get funds disbursed to those businesses and nonprofits requiring economic assistance during the COVID-19 pandemic. Also the last application window must close no later than sixty days prior to the end of the term of the Agreement.

All of other terms and conditions of the original agreement are unchanged.

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?)

We request the Commissioner's approval to execute this amendment during the 12/21/21 BOCC meeting.

County Official signature & print name:  Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane_____

Relevant Departments: _____ Finance, BOCC_____

Date submitted:

December 10, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --ARPA Subrecipient Agreement Amendment-- EDC 12202021.docx

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

Revised: 3-04-2019



ARPA SUBRECIPIENT AGREEMENT AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Clallam County Economic Development Council, an Associate Economic Development ("ADO") within Clallam County ("Subrecipient"), and changes the following attachments to the agreement entered into on August 10, 2021.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 15th day of November, 2021 and shall terminate as provided elsewhere in the Agreement.

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

SUBRECIPIENT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Print name: Colleen McAleer

Mark Ozias, Chair

Title: Executive Director

Date: _____ 20

Originals: BOCC
Clallam EDC
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY. APPROVED BY DEE BOUGHTON ON
12/10/2021

AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 5, page 1, is amended to read as follows:

"WHEREAS, the ARPA Act authorizes the County to expend ARPA Funds awarded to the County for the following eligible purposes as outlined in the Interim Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (4) To make necessary investments in water, sewer, or broadband infrastructure;
- (5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:
 - a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
 - b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
 - c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
 - d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth. (collectively "Eligible Uses")."

Item 2, page 2, is amended to read as follows:

2. ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed \$3,000,000 to be used for provision of small business and non-profit economic support grants, with \$500,000 to be specifically allocated for small businesses, nonprofits and special districts that provide child care services, and for reimbursement of the Subrecipient's indirect administrative costs as specified in Attachment E, conditioned on the requirement

that such funds will be disbursed by the Subrecipient to eligible organizations no later than December 31, 2024 based on eligibility criteria outlined in Attachment D.”

Item 3, page 2, is amended to read as follows:

3. Subrecipient’s Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories: a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; d) To make necessary investments in water, sewer, or broadband infrastructure; and e) To address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments.

1st Paragraph, of Attachment D “Scope of Work” is amended to read as follows:

“The Board of Commissioners is directing up to \$3,000,000 to small business and non-profit relief using federal ARPA funding, of which \$500,000 is to be allocated specifically to small businesses, nonprofits and special districts that provide child care services in Clallam County, with the remaining \$2,500,000 allocated to other eligible small businesses and nonprofits located in Clallam County whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, including a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. These funds must be fully distributed by December 31, 2024. The intent of this grant is to provide economic support grants through the Lifeboat3 Program based on applicants meeting the eligible business and non-profit criteria outlined in Item 1 below.”

Item #1 of Attachment D is amended to read as follows:

1. Eligible Businesses and Non-Profit Organizations

Businesses and Non-Profit Organizations seeking ARPA funding through this program must:

- Be a Washington licensed business or non-profit organization active in the state of Washington, physically located and doing business in Clallam County;

- All business and non-profit types are eligible, however additional consideration will be given to the following:
 - a. Small businesses who previously applied and qualified for funding through Working Washington grants or prior Lifeboat grants that received no funding;
 - b. Small businesses who qualified for the 2nd PPP round of funding due to incurring a 25% or more reduction in revenues in a quarter, but did not receive a 2nd PPP loan;
 - c. Startup businesses that commenced operations in 2019 or 2020 that were negatively impacted by the COVID public health emergency through additional costs associated with COVID-19 mitigating tactics or incurred higher operating costs due to the pandemic, whose business is in an industry specifically impacted by COVID-19, that experience a loss of expected startup capital due to the economic impacts and uncertainty of the pandemic, or due to other similar circumstances;
 - d. Fishing guides that did not qualify for any state or federal assistance programs during the pandemic;
 - e. Small businesses banking through large national banks that had limited funding made available through PPP loans;
 - f. Restaurants;
 - g. Non-profits whose revenue declined significantly due to cancellation of events due to COVID;
 - h. Small businesses that were required to handle COVID patients but did not receive funding to cover related expenses;
 - i. Event planner and festival operators negatively impacted by the COVID pandemic who did not qualify for any local, state or federal assistance programs;
 - j. Businesses that changed their business type in 2019 or 2020 who meet all other criteria are eligible;
- Have an active business license and UBI in Washington State;
- Have a physical business or non-profit address in Clallam County;
- Have been in operation since December 2020 or earlier;
- Have not been debarred by the Federal Government;
- Not have any delinquent L&I tax debts, or any license violations at the time of award of Lifeboat3 funding;

- Receipt of Paycheck Protection Program (PPP) funds, EIDL Loan grants or funds, or CARES funding does not disqualify applicants, however applicants must include this information to ensure we do not reimburse a business for funds that the federal government already provided funds to support so as to avoid duplication of reimbursement of eligible expenses;
- Must certify that they have been negatively impacted by the COVID-related emergency public health protections that were or are in place and/or been subject to mandatory full or partial business closure any time after March 1, 2020 due to the COVID-19 public health emergency and/or the Governor's-related executive orders;
- Must certify that grant funds received will only be used for eligible operating expenses connected to the COVID-19 emergency and not be spent on an expense that has been funded by any other funder (whether private, Local, State or Federal);
- Applicants must return an IRS form W-9 before they can receive any Lifeboat3 awarded funding.
- Special districts who provide child care services in Clallam County to certain populations and geographics that were disparately impacted by the COVID-19 pandemic will also be considered;
- Grant limitations: one Lifeboat3 Small Business Grant per owner/business/non-profit entity or franchise holder.

Item #2 of Attachment D is amended to read as follows:

“2. Eligible Operating Costs

Funds are available to reimburse eligible business-related operating expenses incurred from March 1, 2020 thru December 31, 2024.

Businesses MAY NOT use the funding for the following activities:

- Any expense that would not be considered an eligible business expense by IRS rules;
- Any expense incurred prior to March 1, 2020;
- Political contributions;
- Bonuses to owners or employees;
- Charitable contributions;
- Gifts or parties;
- Draw or salary to owner that exceeded the amount that they were paid on a weekly or monthly basis for the same period in 2019 (excluding startup businesses that commenced operations in 2019 or 2020);
- Pay down or pay off debt by more than required in the underlying debt instrument;

- Any expense paid for through PPP loan funds, EIDL Loan or EIDL target or supplemental grant funds or other CARES funds;
- Legal settlements;
- Damages covered by insurance; and
- Capital Expenditures (outside of capital expenditures made to physical plant to enable social distancing, enhanced cleaning efforts, barriers or partitions, or other similar COVID mitigation improvements which are eligible).”

Item #3 of Attachment D is amended to read as follows:

“3. Program Funding and Award Amount

The County shall make \$3,000,000 of ARPA funds available to the Lifeboat3 program that will be paid to CCEDC following receipt and approval of monthly A-19 equivalent reimbursement requests submitted by CCEDC detailing the small business and non-profit economic support grants to be disbursed by CCEDC based on eligible applications received, reviewed and certified by the Subrecipient as meeting the eligibility requirements herein until such ARPA funds are depleted. The amount of each economic support grant provided under the Lifeboat3 program shall range as follows:

- For Small Businesses and Non-Profits (Excluding Child Care Service Providers)--from \$5,000 up to a maximum of \$20,000;
- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Non-Exempt Child Care services in Clallam County-- from \$5,000 up to a maximum of \$20,000;
- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Exempt Child Care Services in Clallam County--from \$5,000 up to a maximum of \$60,000.

In the event that CCEDC identifies an applicant for which it believes an award in excess of the aforementioned award maximums is warranted based on the demonstrated severity of the negative economic impact sustained by the applicant due to the COVID public health emergency, the importance of the applicant’s business/organization to the local economy of the County, the significance of mitigation actions taken by the applicant during the COVID pandemic for which no prior reimbursement funding was provided, and other relevant factors, the CCEDC may request approval of an award amount higher than the maximum from the County. Approval of such a request will be subject to the County receiving, reviewing and approving of sufficient additional justification and documentation to be provided by the CCEDC that supports the higher requested grant amount to be awarded.

All funds are to be disbursed no later than December 31, 2024.”

Item #4 of Attachment D is amended to read as follows:

“4. Promotion of Equitable Outcomes & Planned Program Awareness Outreach Efforts

Clallam County is a geographically large, rural county which has historically been an economically distressed by federal and state standards. The entire county is considered a Difficult Development Area according to HUD’s 2021 maps.

Based on the underinvestment of the County relative to populous thriving locations to east of the County, much of the County could also be considered underserved from an equity standpoint.

The County has three Qualified Census Tracts in Clallam County. One is the census tract enveloping the City of Forks and the other two are within the City of Port Angeles. In promoting the Lifeboat3 program, CCEDC will place special emphasis on outreach to businesses operating within these three census tract areas.

Clallam County also has a large Hispanic and Guatemalan population in the western side of the County and in the City of Forks. Additionally, the County has four tribes residing within it. One of those tribes has thrived economically and is one of the County’s largest employers, while the other, very remote tribes, have not. As part of its program outreach efforts, CCEDC will reach out to tribal representatives to ensure they are aware of the Lifeboat3 grant program.

The CCEDC will measure equity to ensure businesses within hard-to-reach populations in the more remote western area of the county are made aware of the program, with outreach goals including:

- Reaching out to four west end community and religious organizations where minorities are members (First Baptist Church of Forks, Queen of Angeles in PA , St. Joes in Sequim);
- Having flyers available and asking to speak during their service announcements (if COVID protocols allow);
- Coordinating with the Center for Inclusive Entrepreneurship to ensure one-on-one counseling is available; and
- Having the Lifeboat3 application translated to Spanish and Nam (Guatemalan language spoken in Forks) and having a translator available if needed.

Building Program Awareness, Access and Distribution:

- With over 6,000 businesses in Clallam County, the goal of reaching every small business owner will be a challenge. CCEDC’s will leverage its relationships with its city and local partners (Chambers of Commerce, United Way, Food Banks and the Center for Inclusive Entrepreneurship) which it has utilized in the past in promoting similar programs as part of its planned outreach and marketing efforts to reach as many small business owners as possible, including those who were unable to access earlier CARES Act funds.

- To provide adequate time for the CCEDC and its partners to reach as many small businesses in the County as possible while balancing the need to begin awarding grants to qualified small businesses and non-profits struggling during the COVID pandemic, CCEDC will keep the initial Lifeboat3 application window open for a period of no less than 30 days after the first application window opens, and thereafter future application windows may be closed by CCEDC's Lifeboat3 Grant Selection Committee at its discretion based on the number and amount of eligible request applications received to-date relative to the amount of remaining grant funds available for distribution.
- CCEDC will also use its weekly newsletters to promote the Lifeboat3 program to the newsletter's over 10,000 subscribers.
- CCEDC will also promote the program through its ChooseClallamFirst.com business resource website, as well through its Facebook and Instagram Accounts which generate tens of thousands of social media views."

Item #5 of Attachment D is amended to read as follows:

"5. Application Submission and Award Determination Timeline & Process:

The first window to apply for Lifeboat3 grants will open on Tuesday, August 17, 2021 at 4 pm at which time the application portal link on ChooseClallamFirst.com will open.

Clallam businesses and non-profit organizations will have no less than a 30-day window to apply. Applicants can apply at any time during the window.

The CCEDC Lifeboat3 Selection Committee may authorize at its discretion the opening and closing of initial and future application windows, so long as such application windows are no less than 30 days in duration, until all funding under this Agreement has been expended, provided that the last application window must close no later than sixty (60) days prior to the end of the term of this Agreement.

Applications will be reviewed by the Clallam County EDC team to verify the application requirements.

Complete and eligible applications will be forwarded to the Clallam County Lifeboat3 Selection Committee for their grading and review.

The Lifeboat3 Grant Selection Committee is comprised of nine members representing the following groups:

- Port Angeles Regional Chamber of Commerce
- Sequim Dungeness Chamber of Commerce
- Forks Chamber of Commerce
- City of Port Angeles
- City of Sequim
- City of Forks
- United Way

- Center For Inclusive Entrepreneurship
- Johanna Bartee (reviewing all Child Care Providers in Clallam County).

The Lifeboat3 Grant Selection Committee will review all qualified applications for the Lifeboat3 program. Grant selection and award amount will occur based on a points-based grading system established by CCEDC. Utilizing a complete list of all Clallam County businesses which have previously received CARES Act Grants, points will be deducted from an applicant's score to the extent the applicant has previously received a CARES Act-funded grant. If any member of the Clallam County Lifeboat3 Selection Committee has a conflict of interest in regard to an application that committee member will not grade the application and instead the average score from other committee members will be used.

Once it is determined all eligibility criteria outlined in "Item 1. Eligible Businesses and Non-Profit Organizations" above have been met and award amounts are determined by the Clallam County Lifeboat3 Selection Committee following conclusion of their application grading and review process, CCEDC will prepare and submit an A-19 equivalent reimbursement request to the County for approval.

Once approval of the related A-19 reimbursement request for such applications has been received from the County, approved applicants will enter into a contract with CCEDC."

All other terms or conditions of the original Agreement not described or mentioned here remain unchanged and continue to have their full force and effect.



21
12/20/21

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/20/2021**

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 Monthly Review |

Documents exempt from public disclosure attached: ☐

NOVEMBER 2021 REVIEW OF FINANCIAL RESULTS AND REVISED PROJECTION FOR 2021—EXECUTIVE SUMMARY:

November 2021 YTD General Fund Results

The November YTD General Fund Financial Review compared to the same period in 2020 is attached along with comparison to the original budget for 2021 and a revised annual projection for 2021.

YTD November 2021 revenue totaled \$40,014k as compared to \$38,758k in 2020, representing an increase of \$1,256k. Excluding YTD COVID related reimbursements from AOC CARES & FEMA of \$824k, YTD revenues totaled \$39,190k, an increase of \$877k or 2.3% from prior year. YTD expenditures in November were \$38,128k (which includes \$776k of COVID-related costs) as compared to \$43,126k in 2020 (which includes \$4,869k of COVID-related costs) for an overall decrease of \$4,998k, and a non-COVID decrease of \$905k. Excluding COVID-related revenues/expenditures, the General Fund generated an operating surplus of \$1,837k, as compared to a surplus of \$56k in November 2020, an improvement of \$1,782k. Including COVID-related activity, the General Fund generated an operating surplus for YTD November 2021 of \$1,886k. The General Fund finished November with an ending Fund Balance reserve of \$16,410k, or \$5,535k higher than prior year.

Please refer to the attached schedule that provides further detail of the major factors that make up these changes and performance to budget.

Revenues overall (excluding COVID reimbursements) were at 96.5% of the 2021 budget for November YTD, ahead of last year's 89.4%. All revenue categories with the exception of Charges for Goods & Services, Misc Revenue, Timber Revenues and Transfers In were up year-over-year in

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November and were pacing at or above 2020 relative to the annual budget in all categories except Timber Revenues and Transfers In.

Expenditures (excluding COVID-related) were pacing at 85% of budget through the end of November, which is slightly higher to last year's 83.3%. Most expenditure categories were at or below last year as a % of the annual budget, with the exception of Supplies, Services and Capital (due principally to timing), and Transfers Out (due to the \$282k of unbudgeted transfers made to Flood Control and Clallam Bay/Sekiu Sewer funds to fund these funds' reimbursement of the Roads fund for employee PTO costs that had mistakenly been paid by Roads since 2008).

2021 PROJECTION—GENERAL FUND

REVENUES--Overall revenues are now projected to total \$42,739k, an increase of \$1,862k over the 2021 budget and a \$277k decrease from my last forecast. This is reflective of several factors.

First, Tax revenue is now projected to outperform budget by \$2,408k, and \$74k higher than our last forecast. This is mainly due to the strong YTD sales tax growth experience thus far of 23%, and the resulting revision of growth estimates expected for the remainder of the year. Q4 sales tax projections reflect a revised average growth rate of 14%. November retail sales tax grew by 14.5% over the same period last year. Based on these changes, our projected annual sales tax growth in 2021 is now projected to 24.8% over prior year, as compared to a -3.1% decrease budgeted.

Licenses & Permits are projected to outperform budget by 3.4% due to continued strong building permit trends where YTD November saw growth of 23.4%, as offset by slower growth in other areas. Intergovernmental revenues are expected to outperform budget by \$795k or 14.9%, being driven by an unbudgeted one-time state appropriation received in November for law enforcement related costs totaling \$299k, other unbudgeted additional grants received from the Administrative Office of the Courts relating to Mental Health Court/Blake, Department of Health, and other agencies, as well as higher PILT and PUD Privilege Tax, and other increases. COVID-related Intergovernmental Revenues are projected to exceed budget by \$329k due to the unbudgeted spillover of FEMA reimbursements of eligible COVID-related costs from 2020 and the first four months of 2021, higher FEMA match dollars received, as offset by a \$200k reduction in FEMA grant reimbursement revenues for the 2nd and 3rd quarter that are now expected to be received in 2022.

Goods & Services are now forecasted to miss budget by -4.3% based on DOC inmate jail bed revenues and other services revenue impacted by COVID not being fully realizable (expect a miss of between \$350k-\$400k to budget), \$203k in lost fair-related revenues due to the fair's cancellation, as partly offset by projected budget outperformance in building plan review revenue.

Fines & Penalties are projected to exceed budget by 8.1% based on trend, as adjusted for further restrictions being placed on indigent traffic fines based on recent case law rulings. Miscellaneous revenue is expected to miss budget estimates slightly by 1.1%.

Transfers In for 2021 are projected to come in \$1,570k lower from our original budget. As discussed in last month's report, this reduction is being driven largely by the timing delay of the commencement of the major construction phase of the Lower Dungeness Floodplain project which began in November. Because of this timing and the timing of this project's heavy construction costs continuing into 2022 based on cash flow projections prepared based on projections provided recently by the

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outside consultant overseeing this project, this fund is not expected to start receiving grant reimbursements for these larger construction-phase costs until the 1st quarter of 2022, which as a result will delay the reimbursement of these transfers made by the General Fund until May 2022. Based on similar issues relating to timing of project costs and related grant reimbursements delays of the Dungeness Off Channel Reservoir, we also expect the forecasted Transfers In from this project to miss original budget by \$300k.

Timber revenues are projected to fall short of budget by \$105k or -16.8% based on the last DNR projection received (unchanged from the last forecast).

EXPENDITURES-- General fund expenditures (including CARES/FEMA-funded COVID costs) are projected to total \$42,425k, or \$2,225k lower than budget and \$58k lower than our last projection, with the most significant change from our last projection relating to a \$250k reduction in Transfers Out for the Lower Dungeness Floodplain project as partly offset by increases in Services due to the unbudgeted costs of the new Tyler Permit System license costs, and in other areas.

Of the \$2,225k of projected underspend to budget, approximately \$1,990k is related to projected underspend in the area of non-COVID payroll and benefits based on the multi-year trend where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 3-4% annually, or between \$1.2 and \$1.4 million. Some additional payroll and benefits savings were captured from the partial hiring freeze that was in effect during much of the 1st quarter of 2021. Also reflected in the projections is approximate benefit savings of \$250k related to DRS reduced pension contribution rates for the 2nd half of 2021, as mostly offset by increased payroll/benefit costs resulting from the new collective bargaining agreements that took effect in November 2021.

Based on trends, non-COVID Supplies and Services are projected to come in \$215k and \$294k below budget, respectively, mainly as a result of trend-based savings and expected underspend in services costs related to the multi-homicide cases where many of these cases were pled-out in late 2020/early 2021 after the 2021 budget was finalized, as offset by higher services costs related to the Tyler Permit Plan license and other areas.

COVID-related Transfers Out was reduced by \$225k from budget due to the extension of the County's local health CARES grant into 2021 which provided funding for HHS COVID-related costs, including the operation of the isolation shelter through August 2021, and funding for 2 COVID dedicated relief staff, relieving the General Fund of that budgeted commitment of \$595k, as offset by the addition of \$370k relating to funding of the Serenity House bathroom expansion project which it now appears will not be reimbursed in 2021 due to Serenity House missing a grant application deadline. Non-COVID Transfers Out are projected to exceed budget by \$108k and are \$250k lower than our last forecast due to the \$282k of additional transfers to the Flood Control and Clallam Bay Sekiu sewer fund to cover those funds' reimbursement of employee paid-time-off costs paid for by the Roads Fund since 2008, and the \$75k of transfer funding provided to the Bullman Beach receivership fund, as offset by a reduction in the \$300k of additional working capital funding needed for the next phase of the Dungeness Off Channel Reservoir due to project delays and a \$250k reduction relating to the Lower Dungeness Floodplain project.

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Finally, \$358k of COVID-related costs were added to our 2021 projections based on the level of COVID-related costs currently being incurred YTD that are assumed to continue at least through the end of 2021.

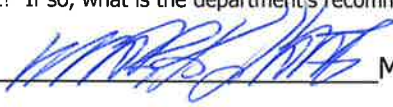
NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating surplus (excluding CARES/COVID related revenues/costs) of \$274k for 2021, which is \$3,645k better than our 2021 budgeted deficit of (\$3,371k) but \$149k lower than our last forecast. When including a COVID-related surplus of \$40k, our overall general fund surplus for 2021 is expected to total \$314k, as compared to a budgeted deficit of (\$3,527k) and \$188k lower than our last forecast.

PROJECTED ENDING FUND BALANCE--\$14,838k, or 35.7% of forecasted non-COVID expenditures, as compared to \$10,997k budgeted based on final 2020 results.

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

This is an informational presentation that by itself has no specific budgetary impact.

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

County Official signature & print name:  Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____Mark Lane_____

Relevant Departments: _____Finance_____

Date submitted:

December 10, 2021

Clallam County General Fund Results
November 2021

November 2021 YTD Revenue totaled \$40,014k as compared to \$38,758k in 2020, representing an increase of \$1,256k. November 2021 YTD Revenues came in at 97.3% of our annual revenue budget, as compared to 90.4% in 2020. If one excludes CARES/FEMA reimbursements, revenue was at 96.5% of budget, and increased \$877k or 2.3% from prior year. All categories with the exception of Misc Revenue, Timber Revenues and Transfers In were up year-over-year in November, and all were at or above their pacings to the annual budget compared to last year, with the exception of Timber Revenues (down 29.9% to budget) due to lower DNR payments due to delays in harvesting certain areas in 2021, and Transfers In from the Lower Dungeness project (down 16.6% as a % of budget). Taxes YTD continue to pace well ahead compared to last year, driven mainly by much stronger sales taxes which were up 23% compared to last year. Sales tax for the month of November up 14.5%. Misc Revenues in November continued to pace significantly ahead relative to budget vs last year (93% vs 78%) due mainly to a significant increase in camping fee reservations YTD relative last year, as offset by declining interest income. Licensing & Permits also were up for November YTD (at 98.3% of budget vs 80.4% in prior year), mainly as a result of stronger than expected building permit revenue which are up 23% to prior year. Fines & Penalties are also pacing ahead of budget compared to prior year by 17.4% due to COVID's impact last year. Thru YTD November, the General Fund had received FEMA reimbursement funds of certain of its 2020 COVID costs of \$268k, the payment of which was expected to be received in 2020 and therefore was not budgeted in 2021. In addition, \$556k of the budgeted \$529k AOC CARES grant reimbursement of costs incurred relating mainly to the JAVS courtroom technology project have been received.

Expenditures for YTD November 2021 totaled \$38,128k (including \$776k of COVID related costs) as compared to \$43,126k (including \$4,869k of COVID costs) in 2020 for a decrease of \$4,998k (decrease of \$905k excluding COVID costs). Expenditures (excluding COVID) for November 2021 YTD came in at 85% of our annual budget, pacing slightly ahead of last year's of 83.3%. The year-over-year \$905k decrease in non-COVID expenditures was partly due to a \$145k decrease in Transfers due to a \$867k drop in non-COVID transfers to the County's capital projects funds vs last year as offset by higher transfers in the Law Library, Dungeness Off Channel Reservoir, Bullman Beach, and \$282k of transfers to Flood Control and Clallam Bay Sekiu Sewer funds to reimburse for PTO costs of employees that had been funded by the Roads fund since 2008 for these funds. Non-COVID Services category also decreased \$1,442k due to a change from prior year in how indirect charges by the General Fund are accounted for (\$1,446k of the decrease), lower travel costs, lower professional services, and decreases in other areas, as offset by software license renewal costs relating to the new Tyler Permit Plan system. These decreases were partly offset by increases in Payroll and Benefits of \$696k or \$208k driven by COLA/step increases, lifting of the partial hiring freeze in 2021, and other pay/benefit increases driven by the renewal of our collective bargaining agreements in July. All expenditure categories were pacing near or below their pacings to budget in comparison with prior year, with the exception of Services and Transfers Out.

For November 2021 YTD, the General Fund generated an operating surplus between revenue and expenditures (excluding COVID/CAREs) of \$1,837k, a \$1,782k improvement from last year's operating surplus. After including COVID-related net revenue to expenditure surplus of YTD of \$48k, the General Fund generated an operating surplus of \$1,886k for November 2021 YTD. The General Fund finished November 2021 with an ending fund balance reserve of \$16,410k, or \$5,535k higher than prior year.

Turning to the forecast, General Fund total revenues are projected to total \$42,739k, an increase of \$1,616k over the 2021 budget. The main contributors include higher projected Tax revenue of \$2,408k due mainly to the much stronger than budgeted sales tax revenues incurred YTD and projected for the remainder of the year, and \$329k in higher CARES/FEMA reimbursement revenue projected to be received relating primarily to the unbudgeted carryover of FEMA reimbursements for COVID expenditures incurred by the General Fund and reimbursements of Jan-April 2021 COVID-related FEMA reimbursable expenditures. Licenses & Permits are projected to outperform budget by 3.4% due to strong building permit trends, Intergovernmental is projected to beat budget by \$795k or 14.9% due to a \$299k unbudgeted Law Enforcement one-time State appropriation rec'd in July 2021, and other unbudgeted additional grants from AOC, DOH, and others and slightly higher PILT and PUD Privilege tax revenues, and Fines & Penalties are expected to exceed budget by 8.1%. Charges for Goods & Services are projected to miss budget by -4.3% based on our lower trending DOC inmate revenues impacted by COVID, and the loss of approx \$203k of Fair-related revenues due to its cancellation, as partly offset by stronger growth from building plan reviews. Transfers In are projected to be \$1,570k lower due to the late year timing of Lower Dungeness Floodplain project's heavy construction phase which began in late Q3 and will continue to ramp up through Q4 2021, but for which grant reimbursement for these higher costs is not expected to be received until 2022 based on revised project cost and cash flow projections developed based on project work projections recently provided by the project's lead consultant. Similarly, due to timing of expenditures and grant reimbursement relating to the Dungeness Off Channel Reservoir, we expect Transfers In from this fund to miss budget now by \$300k. Timber revenues are expected to miss budget by -16.8% due to harvest delays by DNR. 2021 Expenditures are projected to total \$42,425k, underspending to budget by \$2,225k. Payroll and Benefits costs are expected to come in approx \$1,934k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime, savings from the extension of a partial hiring freeze during part of the first quarter of 2021, and benefit savings related to lower DRS pension rates for the 2nd half of 2021, as partially offset by increased payroll/benefit costs resulting from the new collective bargaining agreements taking effect in July 2021. COVID-related costs for 2021 are now projected to be \$133k higher than budget due to a \$450k reduction in Transfers Out due to the extension of the WA Department of Health CARES grant to 2021 which was available to fund the operation of the HHS isolation shelter that originally was budgeted to be funded by a \$450k transfer from the General Fund, and a \$145k reduction in funding for 2 HHS COVID support staff that were covered by an HHS DOH COVID grant, as offset by the addition of \$370k Transfer Out to HHS to fund the Serenity House bathroom addition project (for which reimbursement is not expected to be received in 2021), and the addition of approximately \$358k of COVID related costs based on current YTD spending levels continuing to be incurred by the County during the pandemic that are projected to continue through the end of 2021. Non-COVID Supplies are projected to come in \$215k below budget due to trending savings, and Non-COVID Services are projected to come in \$294k lower than budget due to lower costs relating to the multiple homicide cases and other savings. Transfers Out are expected to exceed budget by \$108k, due to transfers to Flood Control and Clallam Bay Sekiu of \$282k to enable those funds to reimburse the Roads Fund for employee paid-time-off payroll costs improperly paid for by the Roads Fund since 2008, and due to the County receivership of Bullman Beach \$75k, as partially offset by \$250k in lower Transfers Out to the Lower Dungeness Floodplain project. For 2021, the General Fund is now projected to generate an operating surplus of \$314k, which is \$3,841k better than budgeted, leaving an estimated ending fund balance of \$14,838k or 35.7% of total non-COVID expenditures.

November 2021 YTD--vs Annual Budget (rounded to thousands)

	2021	2021	Budget	2021	2020
	YTD Actual	Original Budget	Remaining	% of Annual Budget Achieved YTD	% of Annual Budget Achieved YTD
REVENUES:					
Taxes	22,088	20,884	-1,205	105.8%	95.3%
Licenses & Permits	1,032	1,050	18	98.3%	80.4%
Intergovernmental Revenues	5,751	5,329	-422	107.9%	100.8%
Charges for Goods & Services	6,696	7,845	1,149	85.4%	85.1%
Fines & Penalties	910	908	-1	100.1%	82.7%

Misc Revenue (Interest Inc, Camping Fees, etc)	1,889	2,040	151	92.6%	78.3%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	81	72	-10	113.3%	67.6%
Other Financing Sources (Timber Sales, other)	472	625	153	75.5%	105.4%
Transfers In	270	1,840	1,570	14.7%	31.3%
Total Revenue--Excluding CARES/FEMA	39,190	40,594	1,404	96.5%	89.4%
Total Revenue--CARES/FEMA	824	529	-295	155.8%	--
Total Revenue	40,014	41,123	1,109	97.3%	90.4%

			2021	2020	
	2021	2021	Budget	% of Annual	% of Annual Budget
	YTD Actual	Original Budget	Remaining	Budget	Achieved YTD
				Achieved YTD	
EXPENDITURES:					
Payroll	19,495	22,537	3,043	86.5%	86.1%
Payroll--COVID	44	0	-44	--	--
Benefits	7,955	9,544	1,589	83.3%	85.3%
Benefits--COVID	1	0	-1	--	--
Supplies	884	1,242	358	71.2%	69.3%
Supplies--COVID	65	0	-65	--	--
Services	5,756	6,523	767	88.2%	83.1%
Services--COVID	211	0	-211	--	--
Capital	58	95	36	61.5%	80.2%
Capital--COVID	63	90	27	69.8%	--
Transfer Out --COVID	392	595	203	65.9%	--
Transfers Out	1,967	2,783	816	70.7%	60.5%
Payment to Risk Pool	1,237	1,241	4	99.7%	100.0%
Total Expenditures--excluding COVID	37,352	43,965	6,613	85.0%	83.3%
Total Expenditures--COVID	776	685	-91	113.3%	--
Total Expenditures	38,128	44,650	6,522	85.4%	93.9%
Net Operating Surplus (Deficit)--Excluding COVID	1,837	-3,371			
Net Operating Surplus (Deficit)--COVID	48	-156			
Net Operating Surplus (Deficit)	1,886	-3,527			
Fund Balance	16,410	10,997	5,413		

November 2021 YTD--vs Prior Year YTD (rounded to thousands)

	2021	2020	
	YTD Actual	YTD Actual	Variance--\$
REVENUES:			
Taxes	22,088	19,753	2,336
Licenses & Permits	1,032	924	108
Intergovernmental Revenues	5,751	5,327	424
Charges for Goods & Services	6,696	8,248	-1,551
Fines & Penalties	910	801	108
Misc Revenue (Interest Inc, Camping Fees, etc)	1,889	2,017	-128
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	81	48	34
Other Financing Sources (Timber Sales, other)	472	634	-162
Transfers In	270	561	-291
Total Revenue--Excluding CARES/FEMA	39,190	38,313	877
Total Revenue--CARES/FEMA	824	445	379
Total Revenue	40,014	38,758	1,256
EXPENDITURES:			
Payroll	19,495	18,799	696
Payroll--COVID	44	245	-201
Benefits	7,955	7,747	208
Benefits--COVID	1	13	-12
Supplies	884	949	-64
Supplies--COVID	65	188	-122
Services	5,756	7,198	-1,442

Services--COVID	211	3,166	-2,956
Capital	58	224	-166
Capital--COVID	63	262	-200
Transfer Out --COVID	392	995	-603
Transfers Out	1,967	2,111	-145
Payment to Risk Pool	1,237	1,229	8
Total Expenditures--excluding COVID	37,352	38,257	-905
Total Expenditures--COVID	776	4,869	-4,093
Total Expenditures	38,128	43,126	-4,998
Net Operating Surplus (Deficit)--Excluding COVID	1,837	56	1,782
Net Operating Surplus (Deficit)--COVID	48	-4,423	4,472
Net Operating Surplus (Deficit)	1,886	-4,368	6,254
Fund Balance	16,410	10,875	5,535

Major Revenue Differences between YTD 2021 and 2020 (rounded to thousands)

Juvenile Justice sales tax	290
Property tax	277
Sales taxes (other than Juvenile Justice)	1,686
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes	412
Intergovernmental--Grants	12
Intergovernmental--CARES/FEMA	379
Miscellaneous--Investment & Delinquent tax interest	-351
Miscellaneous--Parks' Camping Revenues	312
Timber revenue	-140
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing	
Agreements timing/reduction, State Dpt Corrections (down \$115k due to lower inmate capacity during COVID)	-95
Goods & Services--Indirects (due to reclassification of indirects from revenue to negative services expenditure to reflect proper accounting)	-1,587
Goods & Services--Building Plan Check Revenues	110
Fines and Penalties	108
Goods & Services Election Services Revenue--2020 Presidential Year, spill over 2019 November election reimbursement into 2020	-307
Licensing & Permits--Building Permits	140
Everything else (rounded to thousands)	11 **
Total Revenue Increase/(Decrease) over Prior Year	1,256

Major Expense Differences between YTD 2021 and YTD 2020 (rounded to thousands)

Payroll/Benefits--prior year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	-5
Payroll--changes due to personnel, step/COLA increases, effect of new collective bargaining agreements, and other non-retirement factors	699
Benefits--due to changes in benefit costs following collective bargaining increases in Jan 2021/July 201, as offset by personnel changes	210
Services (decrease mainly due to reclassification of indirect charges as a reduction of services expenditures rather than as revenue in 2020 (\$1,443k), lower travel costs (\$8k), and other decreases in other areas. As offset by \$118k increase in repairs & maintenance (mainly due to new Tyler Permit System license.	-1,442
Risk Management Assessment for Insurance Pool	8
Transfers (mainly due to \$867k lower PFF & IT capital transfers vs 2020 and \$19k lower transfer to Lower Dungeness Floodplain Project, as partially offset by \$270k increase in Dungeness Off Channel Reservoir, Bullman Beach transfer \$75k, \$20k transfer to Law Library, \$277k in transfer to Clallam Bay/Sekiu Sewer to in 2021 to fund the reimbursement to Roads of CB/S Sewer PTO costs paid by Roads since 2008, and \$58k higher transfer to Flood Control)	-145

Decrease in COVID Related Costs Incurred by the General Fund (relating to higher CARES/FEMA funded costs incurred by the General Fund in 2020)	-4,093
Net Other Expenditure Changes (lower capital outlays (\$166k) and other decreases)	-230
Total Expenditure Increase/(Decrease) over Prior Year	-4,998

November 2021 Full Year Projection vs Annual Budget (rounded to thousands)

	2021 Projected	2021 Original Budget	Over/(Under) Budget
REVENUES:			
Taxes	23,292	20,884	2,408
Licenses & Permits	1,086	1,050	36
Intergovernmental Revenues	6,124	5,329	795
Charges for Goods & Services	7,508	7,845	-337
Fines & Penalties	982	908	74
Misc Revenue (Interest Inc, Camping Fees, etc)	2,017	2,040	-23
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	82	72	10
Other Financing Sources (Timber Sales, other)	520	625	-105
Transfers In	270	1,840	-1,570
Intergovernmental--CARES/FEMA Reimbursements	858	529	329
Total Revenue--Excluding CARES/FEMA	41,881	40,594	1,287
Total Revenue--CARES/FEMA	858	529	329
Total Revenue	42,739	41,123	1,616
EXPENDITURES:			
Payroll	21,391	22,537	-1,146
Payroll--COVID	53	0	53
Benefits	8,700	9,544	-844
Benefits--COVID	3	0	3
Supplies	1,027	1,242	-215
Supplies--COVID	74	0	74
Services	6,229	6,523	-294
Services--COVID	228	0	228
Capital	132	95	37
Capital--COVID	90	90	0
Transfer Out --COVID	370	595	-225
Transfers Out	2,891	2,783	108
Payment to Risk Pool	1,237	1,241	-4
Total Expenditures--excluding COVID	41,607	43,965	-2,358
Total Expenditures--COVID	818	685	133
Total Expenditures	42,425	44,650	-2,225
Net Operating Surplus (Deficit)--Excluding COVID	274	-3,371	3,645
Net Operating Surplus (Deficit)--COVID	40	-156	196
Net Operating Surplus (Deficit)	314	-3,527	3,841
Fund Balance	14,838	10,997	3,841