



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, December 12, 2022 – 8:00 a.m.

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

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

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

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

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

Modification

Modification added 12/8/22 item 17

Administration – 9 a.m.

1. Calendar/Correspondence
2. Resolution authorizing the Board of Equalization to convene

Resolution

3. Pre-application questionnaire with University of Washington – Addictions Drug & Alcohol Institute for the Comprehensive Community Drug Checking Project

Pre-application questionnaire

4. Agreement amendment 9 with Department of Health to amend statement of work for various projects

Agreement

Board of Commissioners

5. Resolution reauthorizing the Crescent Community Advisory Council and restructuring the membership

Resolution

6. Resolution reappointing Arleen Jenson to the Solid Waste Advisory Committee

Resolution

7. Resolution reappointing John Robinson and Brian Adler to the Clallam Bay / Sekiu Sewer Advisory Committee

Resolution

8. Resolution appointing Diane Chung to the Park and Recreation Advisory Board

Resolution

9. Resolution reappointment of Christina Miko to the Behavioral Health Advisory Board

Resolution

10. Resolution appointment of Bruce Emery to the Permit Advisory Board

Resolution

11. Resolution reappointment of Pamela Dahl to the Lodging Tax Advisory Board

Resolution

Public Works

12. Agreement with Clallam County PUD for Carlsborg Regional Water Supply

Agreement

13. Agreement with Washington State Department of Commerce for Clallam County Broadband

Agreement

14. Agreement with Washington State Public Works Broadband Program for Clallam County Broadband

Agreement

15. Stormwater Discharge to the Strait Project update

Update

Budget

17. Discussion of proposed budget emergencies to be considered on December 27 (4a)*

Notice - added 12/8/22

16. Review the “How Did We Do” reports comparing each month’s actual performance against the 2022 Annual Budget

Review

General Discussion/Items for Future Agendas

- A. SBDC update (January 23)

- B. Marine Resources Committee projects update (January 30)
- C. Department of Natural Resources Meeting (March 20 at 1 p.m.)
- D. Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

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.

MEMORANDUM

LONI GORES
Clerk of the Board

December 8, 2022



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the December 12, 2022 work session agenda:

BUDGET

17 Discussion of proposed budget emergencies to be considered on December 27 (4a)*

- The following item has been added to the December 13, 2022 regular agenda:

BUDGET

- 4a Resolution calling for a hearing to be held December 27 at 10:30 a.m. for the following debatable emergencies:
- Public Works – Roads – Restoring budget authority in expenditure lines that were inadvertently reduced during the budget reduction process on December 6, 2022/\$985,560



AGENDA ITEM SUMMARY

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

2
DEC 1 2022

Department: Board of Equalization

WORK SESSION ☒ **Meeting Date: 12/12/2022**

REGULAR AGENDA ☒ **Meeting Date: 12/27/2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

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

None

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

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

County Official signature & print name: Chelsea Millar Chelsea Millar

Name of Employee/Stakeholder attending meeting: Chelsea Millar

Relevant Departments: BOE

Date submitted: 12/7/2022

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

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

Reconvene Board of Equalization 12.7.22

Revised: 3-04-2019



RESOLUTION _____, 2022

AUTHORIZING THE BOARD OF EQUALIZATION TO CONVENE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

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

1. Approves the request of the Board of Equalization to convene for the purpose of hearing appeals filed for the 2022 assessment year, taxes payable in 2023.

PASSED AND ADOPTED this ____ of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board



AGENDA ITEM SUMMARY

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

3
DEC 1, 2022

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** December 12, 2022

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Review of the Comprehensive Drug Checking Project grant pre-application questionnaire. This funding was offered without a formal application process from the funder.

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?) Yes, approve Grant Pre-application Questionnaire.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo, Karissa McLane, and Dr. Berry

Relevant Departments: Health and Human Services

Date submitted: December 7, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - comprehensive drug checking 12.12.22
** 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: **HHS**

DATE SUBMITTED TO W/S: **12/7/22**

GRANT NAME: **Comprehensive Community Drug Checking Project**

APPLICATION DEADLINE: **N/A**

ISSUING AGENCY: **University of Washington, Addictions Drug & Alcohol Institute**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **1yr 9months**

RENEWAL POSSIBLE? **unknown**

TOTAL AWARD: **\$190,659**

ANNUAL AMOUNT :**\$109,963**

MATCH REQUIRED? **No**

MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:

As a member of the statewide of network of drug checking sites, our primary role will be to provide community-level drug checking services for participants of our existing harm reduction program and provide comprehensive overdose education, materials, and services to participants and the wider community of people who use drugs. We will also collaborate with ADAI and other network sites to collect data and disseminate results of these services to inform timely public health response to emerging overdose risks and relevant policy decisions.

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

Information gained from this project will allow the public health team to inform public health education and programming for overdose prevention at the local level, it will also contribute to a statewide public health response to emerging overdose risks informing policy decisions that will impact our community.

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

Clallam County has experienced the highest rate of overdose fatalities in the state since 2016. In keeping with our department mission to support healthy choices, access to health and human services, and a safe and healthy environment, responding to the overdose crisis continues to be a priority initiative.

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 Comprehensive Community Drug Checking Project adds a new service which will improve our ability to offer effective, timely, harm reduction services. Without this grant we would continue to provide harm reduction services, but they are made more effective with a timely comprehensive knowledge of the drug supply.

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

We aim to conduct 20 samples per month for the first two months of the grant period and increase to 60 samples per month for the remainder of the grant period. We aim to conduct 10 participant surveys per quarter throughout the grant period. Additional performance measures will be developed as data is gathered and actionable steps are identified based on a more comprehensive understanding of the local drug supply.

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?

This is to be determined after the first year of the project. If we discover this new approach to overdose response gives us tools to reduce overdose deaths, as we expect, then we will seek additional grant funding to continue this service.

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

N/A

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?

This grant activity will not have impacts on other departments. The Prosecuting Attorney's Office and the Sheriff's Office have been notified of the project for situational awareness.

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?

This grant pays for the hiring of one new employee to manage the drug checking program. This employee will be hired as a temporary employee through Express Employment for the grant period, if it is decided that this project will continue after the grant period ends and additional funds are identified, the position will be made permanent.

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

Yes.

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

We will continue our overdose response with a significant blind spot in our knowledge of the substances that are contributing to our county's incredibly high rate of fatal overdoses.

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

Indirect costs are allowable at 10% in this grant, they will be charged and allocated as such.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

Added revenue and expense of \$80,696 from 10/1/22 – 6/30/23; added revenue and expense of \$109,963 from 7/1/23 – 6/30/24.

OTHER COMMENTS

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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AGENDA ITEM SUMMARY

DEC 1 2022

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** December 12, 2022

REGULAR AGENDA ☒ **Meeting Date:** December 20, 2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#9 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #9 between Department of Health and Clallam County Health and Human Services. As modified, this amendment changes the following programs:

- Foundational Public Health Services (FPHS) Return of unused funds in the amount of \$150,514;
- Injury & Violence Prevention Overdose to Action to add \$7,417;
- NEP PIC NTA Phased 2 estimated unspent funding of \$44,131.

A decrease of \$187,228 for a revised maximum consideration of \$4,123,220.

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

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 7, 2022

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

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

11301-22-CONCON, Amendment #9

Revised: 3-04-2019

**CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 9

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, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/siteways/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☐ Adds Statements of Work for the following programs:
 - ☒ Amends Statements of Work for the following programs:
 - DCHS-ELC COVID-19 Response - Effective January 1, 2022
 - Executive Office of Resiliency and Health Security-PHEP - Effective July 1, 2022
 - Foundational Public Health Services (FPHS) - Effective January 1, 2022
 - Injury & Violence Prevention Overdose Data to Action - Effective January 1, 2022
 - Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022
 - NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-9 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-8 Allocations as follows:
 - ☐ Increase of _____ for a revised maximum consideration of _____.
 - ☒ Decrease of **\$187,228** for a revised maximum consideration of **\$4,123,220**.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

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 HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10,557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325	\$60,325	\$244,100
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10,557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10,572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	\$572
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$44,131)	\$267,677	\$267,677
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	\$311,808		
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	\$6,500
FFY22 PHEP BP4 LHHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$58,979	\$58,979	\$114,661
FFY21 PHEP BP3 LHHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	
FFY21 PHEP BP3 LHHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY22 Overdose Data to Action Prev	NGA Not Received	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$7,417	\$94,417	\$238,359
FFY22 Overdose Data to Action Prev	NGA Not Received	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730	\$222,730	\$222,730
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$40,704	\$122,111	\$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$81,407		
FFY20 ELC EDE LHHJ Allocation	NU50CK000515	Amd 4, 9	93.323	333.93.32	01/01/22	07/31/23	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHHJ Allocation	NU50CK000515	Amd 2, 9	93.323	333.93.32	01/01/22	07/31/23	01/15/21	07/31/24	\$490,750		
FFY22 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY23 MCHBG LHHJ Contracts	NGA Not Received	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$66,916	\$66,916	\$123,180
FFY22 MCHBG LHHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	
FFY22 MCHBG LHHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period Start Date	LHJ Funding Period End Date	Funding Period Start Date	Funding Period End Date			
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000	\$10,500	\$10,500
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	\$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	\$30,000
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,243,000	\$1,243,000	\$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$690,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	(\$150,514)	\$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	\$3,800
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
Sanitary Survey Fees (FO-SW) SS-State		Amd 7	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	\$3,800
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$4,123,220	\$4,123,220	
Total consideration:	\$4,310,448									GRAND TOTAL	\$4,123,220
	(\$187,228)										
GRAND TOTAL	\$4,123,220									Total Fed	\$2,254,134
										Total State	\$1,869,086

*Catalog of Federal Domestic Assistance

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

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: DCHS - ELC COVID-19 Response -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

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

Period of Performance: January 1, 2022 through July 31, 2023

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

Revision Purpose: Extend Period of Performance and ELC EDE LHJ Funding End Date from 12/31/22 to 07/31/23.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change	Total Allocation
				Start Date	End Date		None	
FFY19 ELC COVID ED ALLOCATION	1897129G	93.323	333.93.32	01/01/22	10/18/22	0	0	0
FFY20 ELC EDE LHJ ALLOCATION	1897120E	93.323	333.93.32	01/01/22	12/31/22	68,654	0	68,654
						436,445	0	436,445
						0	0	0
						0	0	0
						0	0	0
TOTALS						505,099	0	505,099

Task #	Activity	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 - Sustainable isolation and quarantine - Care coordination - Surge management - Data reporting			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
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				
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.	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: \$68,654 FFY19 ELC COVID ED LHJ ALLOCATION Funding (MI 1897129G) Funding end date 10/18/2022
2	1) LHJ Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHJ 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 conduct targeted investigations as appropriate. 2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and 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. 3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols. 4. Coordinate with Tribal partners in conducting contact tracing for Tribal members. 5. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.)	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	\$436,445 FFY20 ELC EDE LHJ ALLOCATION Funding (MI 1897120E) Funding end date 7/31/2023

[illegible]

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	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. 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. 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	on testing locations and volume as requested. Ensure all COVID positive test results are entered into WDRS within 2 days of receipt 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.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	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 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 responsive community outreach and education related to COVID-19. h. Establish sustainable isolation and quarantine (I&Q) measures in accordance with WAC 246-100-045 (Conditions and principles for isolation or quarantine). i. Have at least one (1) location for conducting I&Q operations identified and confirmed. This location should be sufficient for supporting I&Q services that are adequate for the population for your jurisdiction and have an ability to expand if	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.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	needed. This can be through contract/formal agreement; alternatively, the jurisdiction may 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 people requiring I&Q support to and from adjacent jurisdictions or state facilities in the event of localized increased need. iv. Planning must incorporate indicators for activating and surging to meet demand and describe the process for coordinating requests for state I&Q support, either through mobile teams or the state facility.	Report census numbers to include historic total by month and monthly total for current quarter to date		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

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 Unique Entity Identifier (UEI) generated by SAM.gov.

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

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH.

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

CDC Funding Regulations and Policies

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Monitoring Visits (frequency, type)

The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project

Special Billing Requirements:

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.

Other: Required activities, deliverables, and funding is for the entire project period: January 2021 through specified date above. Unspent funds and tasks not completed by December 31, 2021 were reauthorized for work in this new consolidated contract term beginning January 1, 2022. It is the LHJ's responsibility to assure that the unspent funding amount carried forward to this statement of work does not exceed the remaining available balance from the 2018-2021 contract.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Executive Office of Resiliency and Health Security-
PHEP-Effective July 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Period of Performance: July 1, 2022 through June 30, 2023

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness, resilience and response.

Notes: Regional Emergency Response Coordinator LHJs (RERCs): Benton-Franklin, Chelan-Douglas, Clark, Kitsap, Seattle-King, Snohomish, Spokane, Tacoma-Pierce, and Thurston

Local Emergency Response Coordinator LHJs (LERCs): Adams, Asotin, Clallam, Columbia, Cowlitz, Garfield, Grant, Grays Harbor, Island, Jefferson, Kittitas, Klickitat, Lewis, Lincoln, Mason, NE Tri-County, Okanogan, Pacific, San Juan, Skagit, Skamania, Wahkiakum, Walla Walla, Whatcom, Whitman, and Yakima

Revision Purpose: The purpose of this revision is to update the name of our Office, add, revise, and delete activities and deliverables.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date	Current Allocation	Allocation Change None	Total Allocation
FFY22 PHEP BP4 LHJ Funding	31102480	93.069	333.93.06	07/01/22 06/30/23	58,979	0	58,979
					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
TOTALS					58,979	0	58,979

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
PHEP BP4 LHJ Funding				Reimbursement for actual costs not to exceed total funding consideration amount.
1 All LHJs	Across Domains and Capabilities Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.	Mid- and end-of-year reports on template provided by DOH. Additional reporting may be required if federal requirements change.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2 All LHJs	Across Domains and Capabilities Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, Emergency Response Coordinator(s), and accounting and/or financial staff.	Submit information by August 1, 2022, and any changes within 30 days of the change. Mid- and end-of-year reports on template provided by DOH. Note any changes or no change.	August 1, 2022 Within 30 days of the change. December 31, 2022 June 30, 2023	
3 All LHJs	Across Domains and Capabilities Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.	Mid- and end-of-year reports on templates provided by DOH. Input provided to DOH upon request from DOH.	December 31, 2022 June 30, 2023	
4 All LHJs	Domain 1 Community Resilience Capability 1 Community Preparedness Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHJ, regional, or statewide public health preparedness. Note: For Seattle-King County and Tacoma-Pierce County, the LHJ is the region.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
5 All LHJs	Domain 1 Community Resilience Capability 1 Community Preparedness Coordinate with DOH to complete a jurisdictional public health and medical hazard risk assessment	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
6 All LHJs	Domain 1 Community Resilience Capability 1 Community Preparedness <i>DOH/EPRR Executive Office of Resiliency and Health Security (ORHS)</i> anticipates many changes in the next months to years as we incorporate lessons learned from the COVID-19 response. In preparation for these changes, the LHJ may use PHEP funding to participate in training and/or learning discussions in the following areas: • Adaptive Leadership • Change Management • Trauma-Informed Change Management	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Trauma-Informed Systems • Trauma-Informed Practice • Outward Mindset • Growth Mindset • Racial Equity and/or Social Justice • Community Resilience • Climate Change and Health Equity • Related topics – prior approval from <i>EPHR ORHS</i> required for training topics other than those listed above. Note: Prior approval from DOH/<i>EPHR ORHS</i> is required for any out-of-state travel.			
7 All LHJs Note for RERCs	Domain 1 Community Resilience Capability 1 Community Preparedness Connect with new and/or existing partners to develop working relationships that promote capabilities, capacity, and community resilience, including, but not limited to: • Local and/or regional Emergency Manager(s). • Local and/or regional hospitals. • Local and/or regional elected officials. • Local and/or regional Community Health Workers (CHWs). • Local and/or regional organizations that work with groups disproportionately impacted by public health emergencies or incidents. (For RERCs, this may include some or all the groups identified in Activity 8)	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
8 RERCs for their LHJ	Domain 1 Community Resilience Capability 1 Community Preparedness – Disproportionately Impacted Populations Update and maintain LHJ plan(s) to mitigate barriers and other issues facing populations at risk of experiencing disproportionate impacts of public health emergencies or incidents.	Mid- and end-of-year reports on templates provided by DOH. Plans available upon request.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	8.1 Identify populations in the LHJ at risk of experiencing disproportionate impacts of public health emergencies or incidents. Populations may include race/ethnicity, disability, age, geography, and other factors as appropriate for LHJ. Use Washington Tracking Network to identify social vulnerability to hazards - <u>Information by Location Washington Tracking Network (WTN)</u>. 8.2 Develop or update an LHJ engagement plan that outlines how you will engage directly with the populations identified in 8.1 before, during and after an emergency or incident. 8.3 With the identified populations in the LHJ, describe the populations and identify barriers and other issues they may face before, during and after an emergency or incident. 8.4 Develop or update a document (procedure, checklist, job action sheet, or other) that describes LHJ plans to mitigate barriers and other issues identified in 8.2 before, during and after an emergency or incident.			
9 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Gather and submit data for LHJ performance measure 1: Amount of time (in minutes) to mobilize a public health and medical response. Notes: “Mobilize a response” is defined as the first verbal briefing of the response team from the initial notification to the public health responders in the area. - The target is to mobilize a response within 45 minutes. - DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 1)	June 30, 2023	
10 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Gather and submit data for LHJ performance measure 2: Percent of public health and medical responders who are trained on their role during a public health response.	LHJ performance measure data (PM 2)	June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Note: DOH will provide additional guidance about submitting performance measure data.			
11 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Gather and submit data for LHJ performance measure 3: Percent of Corrective Action Plan items completed by due date. Notes: - Develop corrective action plans following the Homeland Security Exercise and Evaluation Program (HSEEP). - DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 3)	June 30, 2023	
12 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise ~~Based on availability of training, participate in at least one Public Health Emergency Preparedness Training provided by region, DOH, DOH contracted partner, or DOH approved trainer in person or via webinar.~~ Participate in at least one public health emergency preparedness, response, or recovery training provided or approved by DOH. Participation in a conference related to public health emergency preparedness, response, or recovery may be used to meet this requirement. Notes: - Prior approval from DOH is required for any out-of-state travel. ~~DOH will work with regions and LHJs to customize and schedule training(s).~~ - Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above. ~~For Seattle King County and Tacoma Pierce County, the LHJ is the region~~	Mid- and end-of-year reports on templates provided by DOH, <i>including title, date(s), sponsor of the training or conference, and brief summary of what you learned.</i>	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Participation in the optional trainings listed in #6 and the communication drill (#22) does not meet the requirement for this activity.			
13 <i>RERCs for their PHEP region</i> <i>All LHJs</i>	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Participate in quarterly DOH Training & Exercise Call (unless cancelled). Call topics may include, but not limited to: - Training and exercise opportunities. - Delivery of training and exercises. - Training and exercise opportunities. <i>Note: For Seattle King County and Tacoma Pierce County, the LHJ is the PHEP region.</i>	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
14 <i>LERCs</i> <i>All LHJs</i>	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 14.1 Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs. ~~14.2 Provide input to Regional Emergency Response Coordinators (RERCs) for Integrated Preparedness Planning Workshop Guide.~~ 14.2 Complete Integrated Preparedness Planning Workshop (IPPW) Worksheets. 14.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	~~14.2 Input to RERCs~~ 14.2 IPPW Worksheets Mid-year report on template provided by DOH 14.3 Participation in IPPW. End-of-year report on template provided by DOH.	~~14.2 As requested by RERCs.~~ 14.2 December 31, 2022 December 31, 2022 14.3 As requested by DOH. June 30, 2023	
15 <i>RERCs with their PHEP region</i>	~~Domain 2 Incident Management~~ ~~Capability 3 Emergency Operations Coordination - Training & Exercise~~ 15.1 Work with Local Emergency Response Coordinators (LERCs) in region to review regional public health	~~Mid year report on template provided by DOH.~~ 15.2 Completed Integrated Preparedness Planning Workshop Guide.	~~December 31, 2022~~ 15.3 As requested by DOH.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
~~except Seattle-King and Tacoma-Pierce~~	~~preparedness and response capabilities and identify gaps, priorities, and training needs.~~ ~~15.2 Complete Integrated Preparedness Planning Workshop Guide with input from LERCs in region. Guide will be provided by DOH.~~ ~~15.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.~~	~~15.3 Participation in IPPW.~~		
~~16 Seattle-King and Tacoma-Pierce~~	~~Domain 2 Incident Management Capability 3 Emergency Operations Coordination—Training & Exercise~~ ~~16.1 Review LHH preparedness and response capabilities and identify gaps, priorities, and training needs.~~ ~~16.2 Complete Integrated Preparedness Planning Workshop Guide. Guide will be provided by DOH.~~ ~~16.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.~~	~~Mid-year report on template provided by DOH.~~ ~~16.2 Completed Integrated Preparedness Planning Workshop Guide.~~ ~~16.3 Participation in IPPW.~~	~~December 31, 2022~~ ~~16.3 As requested by DOH.~~	
17 15 RERCs for their LHH	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Participate in one or more exercises or real-world incidents testing each of the following: - The process for requesting and receiving resource support - The process for gaining, maintaining, and sharing situational awareness of, as applicable: - The functionality of critical public health operations - The functionality of critical healthcare facilities and the services they provide - The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications) - Number of disease cases - Number of fatalities attributed to an incident - Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Emergency Operations Center (EOC) or Incident Command System (ICS) activation Note: The communication drill (Activity 22 20) does not meet the requirement for participation in an exercise or real world event.			
~~18~~ 16 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination ~~18.1~~ 16.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. ~~18.2~~ 16.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
~~19~~ 17 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Complete or participate in After Action Reports (AARs) after each incident or exercise. Notes: - An AAR may be completed part-way through an extended response, for example, COVID-19. - Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. - Include name, title, and organization of each participant in documentation (AAR). - Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting.	Mid- and end-of-year reports on template provided by DOH. After-Action Report(s)/Improvement Plan(s)	December 31, 2022 June 30, 2023	
~~20~~ 18 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<i>except</i> Seattle-King	Coordinate or participate in a county Emergency Support Function (ESF) 8 AAR for COVID-19. Participants include, but not limited to: • Local Health Officer • Public Health Official(s) • Emergency Manager • Regional Health Care Coalition • Local and regional hospitals, if in your county • Federally Qualified Health Center(s), if in your county • Accountable Community of Health • Emergency Medical Services Medical Program Director • County Coroner or Medical Examiner Notes: • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include name, title, and organization of each participant in documentation (AAR). • Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. • This may be completed part-way through the COVID-19 response. • This AAR may be used to meet the requirement above as well (Activity ~~19~~ 17).			
~~21~~ 19 Seattle-King	Domain 2 Incident Management Capability 3 Emergency Operations Coordination ~~21.1~~ 19.1 Participate in and contribute to AAR(s) convened by ESF 8 partners and stakeholders such as emergency management and healthcare coalitions. ~~21.2~~ 19.2 Compile key themes from partners' AARs into an ESF 8 AAR. The ESF 8 AAR should also include corrective actions gathered by reviewing documents and conducting hotwashes, interviews, and surveys of ESF 8 partners and stakeholders that did not conduct or were not included in other regional AARs	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Notes: - Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. - Include organization of each participant in documentation (AAR). - Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. - This may be completed part-way through the COVID-19 response - This AAR may be used to meet the requirement above as well (Task #19 18).			
22 20 All LHJs	Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication ~~22-1~~ 20.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following information on the public health communicator online collaborative workspace (for example, Basecamp). ~~22-2~~ 20.2 Participate in at least one risk communication drill offered by DOH between July 1, 2022, and June 30, 2023. Drill will occur via webinar, phone, and email. DOH will offer one July 1 – December 31, 2022, and one drill between January 31 – June 30, 2023. ~~22-3~~ 20.3 Conduct a hot wash evaluating LHJ participation in the drill (~~22-2~~ 20.2). ~~22-4~~ 20.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. Notes: Participation in a real world event may meet the requirement for ~~22-2~~ 20.2, ~~22-3~~ 20.3, and ~~22-4~~ 20.4.	Mid- and end-of-year reports on templates provided by DOH. If you use a real-world event to meet ~~22-2~~ 20.2, ~~22-3~~ 20.3, and ~~22-4~~ 20.4, submit hotwash or AAR with report. If the real-world event is ongoing, submit hotwash or AAR, or brief summary of communication activities and one sample of communication with report.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	If the real-world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication strategies to date or include a summary of communication activities and one sample of communication in mid-year or end-of year report.			
23 21 All LHJs	Domain 3 Information Management Capability 4 Emergency Public Information and Warning Gather and submit data for LHJ performance measure 7: Amount of time to identify and implement communication strategies during a response or exercise. Notes: - The target is within the first six hours. - DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 7)	June 30, 2023	
24 22 All LHJs	Domain 3 Information Management Capability 6 Information Sharing ~~24.1~~ 22.1 Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as primary notification system. ~~24.2~~ 22.2 Participate in DOH-led notification drills. ~~24.3~~ 22.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system. Notes: - Registered users must log in quarterly at a minimum. - DOH will provide technical assistance to LHJs on using WASECURES. - LHJ may choose to use another notification system <u>in addition to</u> WASECURES to alert staff during incidents.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
25 23 RERCs for their PHEP region	Domain 3 Information Management Capability 6 Information Sharing ~~25.1~~ 23.1 Participate in quarterly DOH-led WASECURES Users Group,	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	~~25.2~~ 23.2 Provide technical assistance to LHJs in PHEP region as needed. (<i>Except Seattle-King and Tacoma-Pierce, for these LHJs, the LHJ is the PHEP region.</i>)			
26 24 All LHJs	Domain 3 Information Management Capability 6 Information Sharing Provide Essential Elements of Information (EEIs) during incident response upon request from DOH. Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
27 25 All LHJs RERCs additional activity Note for CRI LHJs	Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or PHEP Region. RERCs – Gather input and provide technical assistance to LERCs in PHEP region, as needed. MCM plans include: - Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy). (LHJ PM 5, see activity #28 26). Notes - DOH will provide technical assistance to LHJs on core elements of an MCM plan, including hosting MCM planning sessions. - LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan.	Mid- and end-of-year reports on template provided by DOH. Updated MCM plan.	December 31, 2022 June 30, 2023 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- LHJ Performance Measure data is due June 30, 2023. LHJs will report data for LHJ PM 5, see activity #28 26). - CRI LHJs – See also CRI activity #4.			
28 26 All LHJs	Domain 4 Countermeasures and Mitigation Capability 9 Medical Countermeasures Management and Distribution Gather and submit data for LHJ performance measure 5: Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy).	LHJ performance measure data (PM 5)	June 30, 2023	
27 All LHJs	<i>Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions</i> <i>Begin to update public health emergency preparedness plan to include capability to isolate or quarantine people suspected of, or confirmed to have an infectious disease, who cannot isolate or quarantine safely within the confines of their current living arrangements.</i> <i>Notes:</i> <i>This update doesn't need to be completed until the next contract period (6/30/24).</i> <i>This can be accomplished with Memorandums of Understanding (MOUs) or agreements with neighboring jurisdictions for a regionalized approach to ease potential funding and/or staffing constraints.</i>	<i>Mid- and end-of-year reports on templates provided by DOH, including progress on updating plan (meetings, draft, etc.).</i>	<i>December 31, 2022 June 30, 2023</i>	
29 28 RERCs for their LHJs	Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions Update and maintain logistical support plans for individuals placed into isolation or quarantine (this need not include identification of quarantine facilities).	Mid- and end-of-year reports on template provided by DOH. Plans available upon request.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Notes: - Plans must meet requirements defined in Washington Administrative Code (WAC) 246-100-045. - LHJ may also conduct a drill or tabletop exercise to exercise plans.			
~~30~~ 29 RERCs for their LHJs	Domain 4 Countermeasures and Mitigation ~~Domain~~ Capability 14 Responder Safety and Health Develop and/or update Responder Safety and Health Plan describing how the safety and health of LHJ responders will be attended to during emergencies.	Mid- and end-of-year reports on templates provided by DOH. Plan available upon request.	December 31, 2022 June 30, 2023	
~~31~~ 30 All LHJs	Domain 5 Surge Management Capability 10 Medical Surge Engagement with regional Health Care Coalition (HCC) or Healthcare Alliance: - Northwest Healthcare Response Network (Network) - Regional Emergency and Disaster (REDi) Healthcare Coalition - Healthcare Alliance (Alliance) During each reporting period (see notes below), participate in one or more of the following activities: - Meetings - Communication - Regional meeting, in person or virtually. - Subgroup (catchment area, committee, district, etc. (meeting in person or virtually) - Discussions pertaining to ESF8 and HCC or Alliance roles and responsibilities. - Development of Disaster Clinical Advisory Committee (DCAC) meetings. May include identifying local clinical participants, attending meetings via webinar and reviewing planning efforts. - Planning - Planning process to inform on the roles and responsibilities of public health, including reviewing HCC or Alliance plans for alignment with local ESF8 plans.	Briefly describe engagement in mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Drills and Exercises ○ Drill or exercise, including redundant communications, WATrac, Medical Response Surge Exercise (MRSE), or other drills and exercises to support planning and response efforts. • Response ○ Information sharing process during incidents. ○ Coordination with HCC or Alliance during responses involving healthcare organizations within your jurisdiction. Notes: • Reporting periods are July 1 – December 31, 2022 and January 1 – June 30, 2023 • LHJs in HCC or Alliance regions: ○ Alliance: Clark, Cowlitz, Klickitat, Skamania and Wahkiakum. ○ Network: Clallam, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Seattle-King, Skagit, Snohomish, Tacoma-Pierce, Thurston, and Whatcom. ○ REDi: Adams, Asotin, Benton-Franklin, Chelan-Douglas, Columbia, Garfield, Grant, Kittitas, Lincoln, NE Tri, Okanogan, Spokane, Walla Walla, Whitman, and Yakima.			
32 31 All LHJs	Domain 5 Surge Management Capability 10 Medical Surge Gather and submit data for LHJ performance measure 8: Percent of Critical Healthcare Facilities whose functional status can be assessed by the local health jurisdiction in an emergency. Notes: • “Critical Healthcare Facilities” are hospitals, skilled nursing facilities, blood centers, and dialysis centers. • DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 8)	June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
33 32 RERCs for their LHJ	Domain 5 Surge Management Capability 10 Medical Surge Develop and maintain agreements with facilities that could serve as an Alternate Care Facility (ACF) or a Federal Medical Station (FMS).	Mid- and end-of-year reports on templates provided by DOH. Agreements available upon request.	December 31, 2022 June 30, 2023	
34 33 RERCs for their LHJ	Domain 5 Surge Management Capability 10 Medical Surge Develop and maintain specific vendor lists for logistical support services for Alternate Care Facilities (ACF) or Federal Medical Stations (FMS) operations including at a minimum: • Biohazard/Waste Management • Feeding • Laundry • Communications • Sanitation	Mid- and end-of-year reports on templates provided by DOH. Lists available upon request.	December 31, 2022 June 30, 2023	
Additional activities as requested by the LHJ:				
LHJ Request Clark 1	Provide volunteer opportunities and trainings to enhance volunteer skills and maintain interest in PHEP Region 4 Medical Volunteer Corps. Note: PHEP Region 4: Clark, Cowlitz, Skamania, and Wahkiakum LHJs.	Mid- and end-of-year reports on templates provided by DOH. Sign in sheets and agendas for trainings conducted by Clark County available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 1	Provide information and warnings to community and response partners.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 2	Provide consultation and grant support to Clallam and Jefferson Local Emergency Response Coordinators (LERCs) as requested. Provide consultation to DOH on behalf of Region 2 as requested.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 3	3.1 Compile regional data on notifiable conditions and issues of public health concern. These data are posted and updated regularly on the Kitsap, Clallam, and Jefferson LHJ websites.	Mid- and end-of-year reports on templates provided by DOH. Website screenshots available upon request.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	3.2 Compile and distribute data on Populations with Access and Functional Needs for Kitsap, Jefferson, and Clallam to support equitable emergency preparedness and response work.			
LHJ Request Spokane 1	Maintain Medical Reserve Corp (MRC) program coordination activities including recruitment, registration, training, engagement, meetings, and documentation.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 2	As the Region 9 lead, provide support, resources, and assistance to Region 9 LHJs and tribes.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 3	Update and maintain agreements and/or subcontracts with partners to provide needed services and resources for incident response.	Mid- and end-of-year reports on templates provided by DOH. Agreements and subcontracts available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 1	<i>1.1 Maintain and update policies and procedures to recruit, train, mobilize and deploy volunteers registered by the local health jurisdiction to support health and medical response operations.</i> <i>1.2 Identify the priority capabilities volunteers will support, and how volunteers are trained.</i> <i>1.3 Support COVID-19 volunteer response.</i>	<i>Mid- and end-of-year reports on templates provided by DOH.</i>	<i>December 31, 2022 June 30, 2023</i>	
LHJ Request Tacoma-Pierce 2	Participate in planning with local healthcare partners and community stakeholders to support local emergency preparedness on tasks not led by HCCs.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 3	Participate in planning with Environmental Health partners and community stakeholders to support local emergency preparedness tasks.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 4	Participate in alternate care system planning lead by regional partners and the healthcare coalition to inform a coordinated operational multi-regional response plan.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
LHJ Request Thurston 1	Domain 5 Surge Management Capability 15 Volunteer Management 1.1 Maintain a Medical Reserve Corps (MRC) unit. 1.2 Maintain and update policies and procedures to recruit, training, mobilize and deploy volunteers registered by the local jurisdiction to support health and medical response operations. 1.3 Identify target mission sets for development within the MRC unit.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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 Unique Entity Identifier (UEI) generated by SAM.gov.

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

Special Requirements:

Any subcontract/s must be approved by DOH prior to executing the contract/s.

Submit deliverables to the ~~Emergency Preparedness, Resilience & Response~~ Executive Office of Resiliency and Health Security ConCon deliverables mailbox at concondeliverables@doh.wa.gov, unless otherwise specified.

Restrictions on Funds:

Please reference the Code of Federal Regulations:

https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Foundational Public Health Services (FPHS) -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: January 1, 2022 through June 30, 2022

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

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. For SFY22, the Steering Committee is using an iterative approach to decision making. Determining investments for SFY22 (July 1, 2021 – June 30, 2022). 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 through 06/30/22. Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

Note:

The total SFY22 funding allocation is for the period of July 1, 2021 through June 30, 2022. The funding allocations will be divided into two 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. The July payment will be disbursed upon completion of the FPHS Annual Report.

The SFY22 July 1, 2021 disbursement of funds was completed in the 2018-2021 consolidated contract and is included in this statement of work for informational purposes only.

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.

Revision Purpose: The purpose of this revision is to reduce the allocation of SFY22 funds by \$150,514 to reflect unspent dollars returned to DOH by LHJ.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Decrease (-)	Total Allocation
FPHS-LHJ-PROVISO (YR1) Note: Total YR1 allocation is for SFY22 (07/01/21-06/30/22)	99202111	N/A	336.04.25	01/01/22	06/30/22	690,000	-150,514	539,486
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						690,000	-150,514	539,486

BARS Expenditure Code 562.xx	FPHS	Tasks / Activities / Short Description	Funds to provide FPHS in:		SFY22
			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
10	Assessment	CHA/CHIP	X		30,000
20, 21, 23-29, 93	CD	Communicable Disease (CD)	X		135,000
24	CD	Hepatitis C	X		30,000
40-53, 93	EPH	Environmental Public Health (EPH)	X		245,000
<i>Funding Adjustment</i>					-150,514
TOTAL					\$690,000 \$539,486

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	In coordination with FPHS Steering Committee and Subject Matter Expert (SME) workgroups FPHS funds are to be used to increase delivery of FPHS services statewide as measured through FPHS annual reporting, indicators, metrics and other data compiled and analyzed by contractors, DOH and Subject Matter Expert (SME) Workgroups. Results are published in the annual FPHS Investment Report. FPHS indicator metrics available here .	Routine reporting of spending and spending projections. Process and reporting template TBD and provided by the FPHS Steering Committee via DOH. FPHS annual reporting (template provided by the FPHS Steering Committee via DOH).	TBD For SFY22 (07/01/21 – 06/30/22) due by 08/15/22	Each year, the July payment will be disbursed upon completion of the FPHS Annual Report.
1	Reinforcing Capacity – These funds are to each LHJ 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.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Suggested BARS expenditure codes: 652.xx - 10-17, 20, 21, 23-29, 40-53.			
2	Assessment – CHA/CHIP (FPHS definitions G.3) – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – 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. • 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. 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. Coordinate with the Spokane Regional Health District to participate in <u>County Health Insights</u>. Suggested BARS expenditure codes: 562.11.			
3	Communicable Disease (CD) (FPHS definitions C.1, 2, 3, 4, 6) – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – 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. 1. Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other notifiable conditions. 2. 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. 3. Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates. 4. Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines. Suggested BARS expenditure codes: 562.xx – 20, 21, 23-29.			
4	Communicable Disease – Hepatitis C (FPHS definitions C.4.o-p) – <u>These funds are to select LHJs to deliver FPHS in their own jurisdiction</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.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Suggested BARS expenditure codes: 562.24.			
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 in their jurisdiction as defined in the most current version of the FPHS definitions and supplement existing funding 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 permissible 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. ○ Conduct Pollution Identification and Correction (PIC) investigations where water quality is impaired to identify failing septic systems and other pollution sources. ○ Ensure that sewage from both OSS and other sources is adequately handled to create barriers to potential exposure to sewage. ○ 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:			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	○ Build partnerships with school officials, local boards of education, parent teacher associations, education service districts, and other school focused entities. ○ Participate with statewide public health groups to standardize school program implementation. ○ Focus on schools that have not previously been inspected to assess current conditions ○ Focus on existing elementary schools for first phase of inspections program ▪ Indoor Air Quality ▪ Classroom ▪ Healthy cleaning and indoor environments ▪ Playground ▪ Drinking water (lead) Suggested BARS expenditure codes: 562.xx – 40-53.			

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Program Manual, Handbook, Policy References:

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

Special References (i.e., 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. \(wa.gov\)](#)

Definitions:

FPHS Definitions – <https://wsalpho.box.com/s/qb6ss10mxbrajx0fla742lw6zcfxzohk>

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.

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/lhjfundng

DOH Program Contact

Marie Flake, Special Projects, Foundational Public Health Services, Washington State Department of Health
Mobile Phone 360-951-7566 / marie.flake@doh.wa.gov

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: Injury & Violence Prevention Overdose Data to Action - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 3

Period of Performance: January 1, 2022 through August 31, 2022

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: Clallam County Health & Human Services (CCHHS) will support strategies 5, 6 and 9. CCHHS will reduce unintentional opioid overdoses through improved opioid overdose data-gathering, and by direct outreach and service coordination for people who have a non-fatal overdose. CCHHS will partner with local first responders to develop a comprehensive and timely data-sharing process for opioid overdoses which will augment currently available emergency department data to better understand the scope and direction of the opioid epidemic. This data will be used to develop and implement strategies to strengthen local evidence-based approaches to prevention, intervention and referral to treatment. Develop an overdose fatality review committee.

Revision Purpose: The purpose of this revision is to remove the activity related to vehicle purchase. This expense requires prior approval from CDC and will be requested in Y4.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date	Current Allocation	Allocation Change None	Total Allocation
FFY21 OVERDOSE DATA TO ACTION PREV	77520271	93.136	333.93.13	01/01/22 08/31/22	143,942	0	143,942
					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
TOTALS					143,942	0	143,942

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Strategy 5: Integration of State and Local Prevention and Response Efforts. Develop an overdose fatality review committee to review fatal overdoses for missed opportunities for prevention and intervention.	Progress report: Report on process and progress of OFR committee. Once established, report number of OFRs completed, findings, recommendations and next steps/use of findings. Demonstrate how work aligns with Overdose Data to Action (OD2A) logic model.	Quarterly progress reports to DOH for all tasks. Due Dates: September-November due December 10, 2021.	Monthly invoices for actual cost reimbursement will be submitted to DOH. Total of all invoices will not exceed \$143,942 through August 31, 2022.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.	Strategy 6: Establishing Linkages to Care by tracking current drug use patterns and overdose history and linking overdose survivors to harm reduction and treatment services through Clallam County staff or subcontractors as needed. Clallam County will collect non-HIPPA data for stimulant overdoses through ESSENCE and only follow up with an individual if the overdose is disclosed in the SSP by those individuals. Clallam County will continue to investigate and track all opioid overdoses.	Progress report: Describe program design, procedures, and policies. Describe successes, challenges, and ongoing changes to program. Demonstrate how work aligns with OD2A logic model.	December-February due March 10, 2022. March-May due June 10, 2022. June-August final report for this funding period due September 30, 2022.	(See Special Billing Requirements below.)
3.	Strategy 9: Empower individuals to make safer choices. Through the syringe service program and outreach endeavors with community partners, increase awareness on safer use practices and other harm reduction methods. Clallam County will offer incentives to overdose survivors and SSP participants to help encourage engagement in the program including personal hygiene items and warm clothes and supplies. Clallam County will also work with a media vendor or contractor to implement a paid media plan that will reach individuals who are at risk of overdose due to polysubstance use. Clallam County will also develop education outreach materials which will be designed to promote harm reduction messaging for overdose prevention for both opioids and stimulants. Clallam County will distribute naloxone (DOH provides us with naloxone) and fentanyl test kits to people who use drugs and other community members when appropriate. ~~Clallam County will purchase a vehicle to offer mobile outreach including all services offered in its syringe exchange, this will significantly expand CCHHS's ability to connect the most remote community members with naloxone, overdose prevention education and linkage to care.~~	Progress report: provide media plan and data of outcomes. Provide a copy of materials developed. Report when of fentanyl test strips are distributed and number of test kits distributed, and any feedback received.		
4.	Participate in quarterly calls with DOH and other grant partners. Share lessons learned and successes. More frequent one on one calls with DOH when needed.	Collaboration with other partners and DOH to improve statewide efforts to address the opioid/all drug epidemic.		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

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 Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://www.usaspending.gov) by DOH as required by P.L. 109-282.

Program Specific Requirements

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, subrecipients may not use funds to purchase furniture or equipment.
- No funds may be used for:
 - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).
 - Program funds cannot be used for purchasing naloxone, implementing or expanding drug “take back” programs or other drug disposal programs (e.g. drop boxes or disposal bags), or directly funding or expanding direct provision of substance abuse treatment programs. Such activities are outside the scope of this Notice of Funding Opportunity (NOFO).

Monitoring Visits (i.e., frequency, type, etc.):

DOH program staff may conduct site visits up to twice per funding year.

Billing Requirements:

Billing on an A19-1A invoice voucher must be received by DOH monthly. A new consolidated contract will begin Jan. 1, 2022 with funds left from this contract.

Special Instructions:

The following funding statement must be used for media (publications, presentations, manuscripts, posters, etc.) created using OD2A funding:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NU17CE925007, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Other:

These funds are a continuation of contract CLH18239.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

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

Period of Performance: September 1, 2022 through August 31, 2023

Statement of Work Purpose: The purpose of this statement of work (SOW) is to add level funding for Overdose Data to Action (OD2A) Year 3 Supplement. Clallam County Health & Human Services (CCHHS) will support strategy 5 - Integration of State and Local Prevention Efforts, strategy 6 - Establishing Linkages to Care, and strategy 9 - Empowering Individuals to Make Safer Choices.

Revision Purpose: The purpose of this revision is to add \$7,417 in unallocated OD2A Y3 prevention funding to Clallam county's Y4 total allocation and add an activity tied to this funding. Another activity (contingent on CDC approval) is also being added and will be finalized before the final SOW amendment deadline. The contingent activity will be funded with unspent Y3 funds.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 OVERDOSE DATA TO ACTION PREV	77520272	93.136	333.93.13	09/01/22	08/31/23	87,000	7,417	94,417
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						87,000	7,417	94,417

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Strategy 5: Start an Overdose Fatality Review group that will review all fatal overdoses that have occurred in Clallam County and identify any missed opportunities for prevention and intervention that may have prevented the overdose death (for both stimulant and opioid fatalities).	Progress report: Report on process and progress of OFR committee. Once established, report number of OFRs completed, findings, recommendations, and next steps/use of findings. Demonstrate how work aligns with Overdose Data to Action (OD2A) logic model.	Quarterly progress reports to DOH for all tasks. Due Dates: September-November due December 9, 2022. December-February due March 10, 2023.	Monthly invoices for actual cost reimbursement will be submitted to DOH. Total of all invoices will not exceed \$87,000 through August 31, 2023.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.	Strategy 6: Track current drug use patterns and overdose history and link overdose survivors to harm reduction and treatment services. Since stimulant overdoses are not a reportable condition in Clallam County, collect non-HIPPA data for stimulant overdoses through ESSENCE and only follow up with an individual if the overdose is disclosed in the SSP by those individuals. Continue to investigate and track all opioid overdoses that occur within the county.	Progress report: Describe program design, procedures, and policies. Describe successes, challenges, and ongoing changes to program. Demonstrate how work aligns with OD2A logic model.	March-May due June 9, 2023. June-August final report for this funding period due September 29, 2023.	(See Special Billing Requirements below.)
3.	Strategy 6: Establish linkages to care for people who have experienced opioid overdose including linking stimulant overdose survivors to evidenced-based treatment and wraparound services as needed. <i>Clallam county will purchase Naloxone vending machines to increase low-barrier access to Naloxone.</i>	Progress report: Report on how awareness and coordination of care was improved. Are there any changes in number of referrals or amount of awareness for evidence-based treatment? Were any policies or procedures developed?		
4.	Strategy 9: The Prevention Specialist will connect with MOUD providers and other treatment programs, as well as community outreach to people who use drugs. Clallam County will continue to distribute small items purchased in Y3 to overdose survivors and SSP participants to help encourage engagement in the program including personal hygiene items and warm clothes and supplies. Clallam County will continue social media advertising to reach individuals who are at risk of overdose due to polysubstance use. The prevention specialist will work with the communications team to develop materials for social media advertisements. The county plans to secure funding to pay for the placement of the ads. Clallam County will distribute naloxone (DOH provides us with naloxone) and fentanyl test kits to people who use drugs and other community members when appropriate. <i>**contingent on anticipated CDC approval** Clallam County will purchase a vehicle to offer mobile outreach including all services offered in our syringe exchange. This will increase the range of locations at which services are provided, and thus, increase the county's ability to connect their most remote community members with naloxone, overdose prevention education and linkage to care.</i>	Progress report: Report on outreach endeavors with community partners. How was awareness increased on safer use practices? Provide media plan and data of outcomes. Report when fentanyl test strips are distributed, number of test kits distributed, and any feedback received. Demonstrate how work aligns with OD2A logic model.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5.	Participate in quarterly calls with DOH and other grant partners. Share lessons learned and successes. More frequent one on one calls with DOH when needed.	Collaboration with other partners and DOH to improve statewide efforts to address the opioid/all drug epidemic.		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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 Unique Entity Identifier (UEI) generated by SAM.gov.

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

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, subrecipients may not use funds to purchase furniture or equipment.
- No funds may be used for:
 - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additional-requirements/index.html>).
- Program funds cannot be used for purchasing naloxone, implementing or expanding drug “take back” programs or other drug disposal programs (e.g. drop boxes or disposal bags), or directly funding or expanding direct provision of substance abuse treatment programs. Such activities are outside the scope of this Notice of Funding Opportunity (NOFO).

Monitoring Visits (i.e., frequency, type, etc.):

DOH program staff may conduct site visits up to twice per funding year.

Billing Requirements:

Billing on an A19-1A invoice voucher must be received by DOH monthly.

Special Instructions:

The following funding statement must be used for media (publications, presentations, manuscripts, posters, etc.) created using OD2A funding:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NU17CE925007, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP PIC NTA 0153 Enhanced Phase 2 -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through November 30, 2023

Statement of Work Purpose: The purpose of this statement of work (SOW) is to protect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: The purpose of this revision is to reduce overall funding to reflect fewer total OSS replacements, and reallocate funds among tasks that were extended an additional year.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Decrease (-)	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	11/30/23	311,808	-44,131	267,677
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						311,808	-44,131	267,677

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g., "acres")	Targets ("number")
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10

Number of OSS cost share projects completed	OSS Corrected	10 5
Number of hotspots identified	Hotspots found	5
Number of hotspots corrected	Hotspots fixed	5
Number of enforcement actions	Enforcement	5

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount				
TASK 1. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.								
1.0	PROJECT SPATIAL DATA COORDINATES Provide relevant spatial data for the project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient’s office may also be used when a specific project site is not available. PROJECT LOCATION: <table><tr><td>18a. Latitude</td><td></td><td>18b. Longitude</td><td></td></tr></table>	18a. Latitude		18b. Longitude		Project Spatial Data and Climate Assessment	By first Quarterly Report	Reimbursement up to ~~\$1,176~~ \$1,936 based on actual costs.
18a. Latitude		18b. Longitude						
1.2	QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved. DOH and Ecology’s NEP Quality Coordinator (NEP QC) will determine if a QAPP is required for this project. DOH will notify subrecipient in writing if a QAPP is required or is not required. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. See EPA Federal Terms and Conditions, Programmatic Condition M. Quality Assurance Requirements (2 CFR 1500.11) in this agreement for directions. For more information, review the Washington State Department of Ecology’s NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees .	QAPP (if required) a. QAPP addendum submitted for review and approval b. QAPP approved with fully executed signature page	a. 30 days after contract start date. b. Before collecting or analyzing environmental data.					
1.3	EVALUATION PLAN AND REPORTING FORM (DOH TEMPLATE): Before beginning work, subrecipient will complete the Evaluation Plan (a short one-page planning document) describing the program’s plans for evaluation, including data collection methods. Then, following project completion, they will complete the Evaluation Reporting Form (a short one-page document used to discuss the outcome	a. Evaluation Plan	a. Draft due within 60 days of agreement start date.					

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	results and what the results say about the impact and success of the program activities).	b. Evaluation Reporting	b. 30 days before contract end date	
TASK 2. PROJECT MANAGEMENT AND REPORTING This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement. Refer to and comply with all underlying federal terms and conditions.				
2.1	PROJECT FACTSHEET Create a project factsheet (<u>using provided template</u>) and submit in MS Word and PDF with first quarterly report. An updated factsheet is due at the end of the contract.	Project Fact Sheet	Due with first Quarterly Report	Reimbursement up to ~~\$8,736~~ \$15,660 based on actual costs.
2.2	MONTHLY INVOICING AND PROGRESS SUMMARY The subrecipient will submit invoices with all applicable forms included following the DOH ConCon billing process. Invoices must be submitted monthly after work is completed. Invoices will be reviewed for consistency with progress. The subrecipient will email monthly invoices to NEPInvoices@doh.wa.gov and deliverables to the DOH Contract Manager. The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum: • A description of the work completed in the last month, including total spending by the subrecipient any partners and any completed deliverables. • The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that you have satisfactorily completed all the reporting requirements (see below).	Invoices and Project Summaries	Monthly (FEATS will serve as quarterly project summary for Quarter 1 and Quarter 3, annually. See FEATS schedule in Task 2.3)	
2.3	FEATS (TEMPLATE WILL BE PROVIDED) Complete bi-annual <i>Financial and Ecosystem Accounting Tracking System</i> (FEATS) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned. See also EPA Terms and Conditions, Programmatic Conditions <i>A. Semi-Annual Performance Reports</i> and <i>B. Final Report</i> in this agreement.	Semi-annual FEATS reports	April 1 and October 1, annually and upon contract completion.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.4	PUGET SOUND PARTNERSHIP REQUIRED NTA REPORTING NTA owners are required to report to the Puget Sound Partnership (PSP) on the implementation status of their actions on a semiannual basis and the financial status of their actions on an annual basis. Consult with PSP for specific deadlines.	a. Implementation Status b. Financial Status	a. Annual, spring and fall and upon contract end. b. Annual, summer and upon contract end.	
2.5	WATER QUALITY EXCHANGE (WQX) DATA REPORTING WQX refers to an electronic database for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data can be submitted quarterly or annually for an entire calendar year (Jan. 1 – Dec. 31). To assist in tracking in WQX, name your project as follows: <i>NEP_2019_(insert organization name)</i> ; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. Error! Hyperlink reference not valid. is an entry verification sample for reference.	Proof of WQX data entry	Quarterly per Task 2.2-2.3 schedule Final WQX entry completed upon contract completion	
2.6	WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.	MBE/WBE Reporting (See EPA Terms and Conditions: Administrative Condition B in this document for reporting form)	October 15, annually and upon contract completion	
2.7	BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS) Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.	a. Present at regional conference, for example PIC or WSEHA Submit draft presentation materials to DOH for review b. Submit photos	a. Minimum two-week review b. By contract end date	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.8	FINAL PROJECT REPORT (DOH TEMPLATE) A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a. Draft Final Report Final Report b. Updated Fact Sheet (see Task 2.1)	a. Draft due 30 days prior to contract end date; Final due upon contract completion b. Contract end date	
TASK 3. POLLUTION IDENTIFICATION AND CORRECTION (PIC) Failing onsite septic systems (OSS) will be identified and repaired; working OSS will be monitored and maintained by providing education, technical and financial assistance, and enforcing routine inspection requirements. Agricultural (AG) problems contributing to fecal pollution will be identified and remediated. Best management practices (BMPs) and education for animal and pet waste will be implemented. Protocols for investigative actions within the PIC area including definition of a hotspot, dye testing, site inspections, and OSS enforcement can be found in the 2014 document "Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District".				
3.1	PIC PROGRAM COORDINATION PIC advisory group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. Partners will report on their work according to a format developed by the group. The advisory group will select the next PIC focus area (Phase 2). Group will provide oversight, guidance and structure for consistent procedures for the PIC program. PIC sub-meetings specific to PIC outside of Clean Water Work Group (CWWG) as needed throughout project. Coordinate with landowners within the project area. Hold one (1) to two (2) open house public meetings in the Project Area to inform landowners of project Determine segmented sampling locations in PIC Project Area. Review history of landowner cooperation and access points in conjunction with locations of OSS and AG to determine best sampling locations.	Describe progress in quarterly and FEATS reports. a. Documentation of PIC focus area (Phase 2) selected by PIC Partners and CWWG b. Meeting frequency – CWWG Quarterly Meetings (submit notes and attendance) for all CWWG meetings conducted under this contract c. -Meeting notes and attendance for any meetings conducted under this contract d. Open House meeting agenda, attendance, and handouts provided for all Open House's conducted under this contract.	Per Task 2 reporting schedule a. Project area map December 1, 2020 b. Quarterly per Task 2.2-2.3 schedule as applicable c. Quarterly per Task 2.2-2.3 schedule as applicable d. Quarterly per Task 2.2-2.3 schedule as applicable	Reimbursement up to ~~\$56,956~~ \$51,602 based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		e. Submit map with segmented sampling sites	e. Segmented sampling sites map December 1, 2020	
3.2	POLLUTION IDENTIFICATION AND CORRECTION This includes conducting sanitary surveys and sampling shoreline tributaries to identify sources of fecal coliform bacteria and/or E. coli bacteria. Once a source is identified, the SUBRECIPIENT will work to eliminate or mitigate the source. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request. Within the PIC project area Clallam County will conduct pollution source follow-up, technical assistance, and enforcement with regulatory backstopping by Clallam County Department of Community Development, USDA, and WDFW as needed, depending on facility type.	a. Investigation Flowchart* (submit updated charts as needed and with new funds) b. Collect approximately 425 water samples c. Report the number of sites requiring resampling d. Conduct approximately 5 sanitary surveys e. Report number of failing septic systems identified f. Report number of failing septic systems corrected	a. With Draft QAPP or before sampling begins b. 10% by December 31, 2020 30% by February 28, 2022 60% by April 30, 2022 c. Quarterly per Task 2.2-2.3 schedule as applicable d. By contract end date e-f. FEATS (Task 2) in the format: • number, • type, • location, and • status of pollution sources identified	
3.3	OUTREACH AND EDUCATION The Subrecipient will develop a long-term education and outreach plan and implementation methodology in the Dungeness Watershed/Focus Area. This plan may incorporate Evaluation Plan and Report Form from Task 1.3. The Subrecipient will develop educational and marketing tools based on the Plan. The Subrecipient will conduct presentations to local groups and organizations, and attend fairs or events. The Subrecipient will then develop an evaluation report that assesses the success of the education and outreach effort (may incorporate Report from Task 1.3).	a. Plan and implementation methodology b. Develop educational and marketing tools. These include brochures, postcards,	a. June 30, 2021 b. June 30, 2021 c. Per Task 2 schedule	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Submit draft materials to DOH for minimum two-week review prior to distributing. Recognition of EPA Funding Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”	direct mailings, and social media campaigns. c. Report on presentations to local groups and organizations, and attend fairs or events d. Evaluation report (include additional or amended education and marketing tools).	d. ~~October 30, 2023~~ September 30, 2023	
3.4	STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS (specific efforts and related costs may vary) ~~Strategic planning efforts will be conducted to develop and implement a plan to enhance the SUBRECIPIENT'S PIC efforts to reduce bacterial contamination in the shellfish growing areas of Clallam County. The SUBRECIPIENT will develop a strategic plan, which addresses the key elements in the <u>Pollution Identification and Correction (PIC) Program Guidance</u> developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016.~~ <i>Efforts will be made to investigate sources of sustainable funding for the Clallam County's PIC program to reduce bacterial contamination in the shellfish growing areas of Clallam County.</i> <i>Clallam County will develop a brief plan outline and projected yearly budget, which addresses the key elements in the <u>Pollution Identification and Correction (PIC) Program Guidance</u> developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016. The documents created are meant to begin the initial process of Clallam County's goal of establishing sustainable PIC funding.</i>	~~a. Draft planning/funding documents~~ ~~b. List of planning partners~~ ~~c. Planning timeline~~ ~~d. Final plan~~ a. Develop a 1–2-page (minimum) outline following Kitsap County's PIC program guidance document b. Projected yearly PIC budget	~~a. January 15, 2021~~ ~~b. January 15, 2021~~ ~~c. January 15, 2021~~ ~~d. Completed final plan due: January 15, 2021 and subject to revisions through January 15, 2022~~ a. September 30, 2023 b. September 30, 2023	
3.5	PIC TRAINING AND WORKSHOPS Sponsor one PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. Attend relevant PIC trainings/workshops.	a. Coordinate a minimum of one PIC Workshop or other training. b. Attend PIC relevant trainings/workshops.	a. ~~September 30, 2022~~ September 30, 2023 b. N/A-September 30, 2023	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 4. CLALLAM CONSERVATION DISTRICT ONSITE SEPTIC COST-SHARE PROGRAM IMPLEMENTATION Clallam Conservation District (CCD) will manage funds and cost-share projects for onsite septic system (OSS) repairs. Clallam County Environmental Health will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the <i>Guidelines</i>. DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner. The CCD OSS Cost-Share program will provide the following services: • Conduct outreach to landowners and stakeholders regarding OSS cost-share program • Assist applicants with application process • Review and approve/disapprove applications • Complete cost-share process through installation and County approval. • Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement. • Maintain project records and submit grant reporting information. • Collect and report necessary information for payment vouchers. • Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement. • Submit progress reports and cost share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS project completed and in progress and the total amount spent for each reporting period and a running total. SECTION 106 Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Subrecipient shall: a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project: • For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources. • For projects with any federal involvement, if required, comply with the National Historic Preservation Act. • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site. b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall: • Keep the IDP at the project site. • Make the IDP readily available to anyone working at the project site. • Discuss the IDP with staff and contractors working at the project site. • Implement the IDP when cultural resources or human remains are found at the project site. c) If any archeological or historic resources are found while conducting work under this Agreement: • Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government. d) If any human remains are found while conducting work under this Agreement: • Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program. e) <u>Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.</u>				
4.1	OSS Cost-Share Program: a. Upon receiving a referral from Clallam County Environmental Health, Clallam Conservation District (CCD) will vet and assist applicants and submit a list of	a. Submit CCEH referral and proposed OSS Cost-Share project to DOH	a. Ongoing	Reimbursement up to \$244,100

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	proposed OSS Cost-Share projects for DOH review. DOH will review the projects and locations for eligibility. b. CCD will administer funds for up to 75% of the system repair or replacement and 100% of the design costs of approved cost-share OSS system replacements. c. Report on the number, type and location of OSS systems installed and/or in progress and the total spent for each reporting period and the total to date spent. Submit before and after photos of each installation. The final report will provide a summary of completed OSS Cost-Share projects.	prior to CCD Board approval. b. Documentation, including photos, for 10 cost-share projects c. Describe progress in quarterly and FEATS reports.	b. November 30, 2023 c. Per Task 1 schedule	\$189,193 based on actual costs.
TASK 5. INDIRECT COSTS Indirect costs calculated at 33.81% of salaries.				
5.1	Indirect costs calculated at 33.81% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to ~~\$11,847~~ \$9,286 based on actual costs.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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 Unique Entity Identifier (UEI) generated by SAM.gov.

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

BUDGET	
Category	Amount
Personnel/Salaries	\$35,040 ~~\$24,302~~
Fringe Benefits	\$14,016 ~~\$11,187~~
Travel	\$0 ~~\$500~~
Equipment (federal definition – anything over \$5,000)	\$0

Supplies	\$0 \$200
<u>Contracts</u>	
Lincoln Street Shipping: shipping nutrient samples at \$420 UW Marine Lab: nutrient analysis at \$4,550	\$4,970
Other	
- CCEH Water Lab: ~~\$12,750~~ \$11,700 for 425 390 samples - Clallam Conservation District subaward for OSS Cost-Share program: ~~\$244,100~~ \$189,193 - Room Rental (<i>Sequim Prairie Grange, Spring-Summer 2023 or other approved travel</i>): ~~\$92~~ 125 - Education and Outreach \$16,205	\$256,942 \$217,223
Total Direct Charges	\$310,968 \$269,668
Indirect Charges (federally approved rate) 33.81% ~~**verify approved rate at~~ ~~INSERT GRANTS UNIT LINK~~ ***	\$11,847 \$9,295
TOTAL – Not to Exceed \$322,815	\$322,815 \$266,810

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 Manual, Handbook, Policy References:

Clallam County On-Site Septic System Management Plan, June 12, 2007

Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District, December 2014

Staffing Requirements:

This project will utilize existing staff including the Environmental Health Water Quality Specialist, onsite grant Environmental Health Specialist, Database Administrator, and Health and Human Services Accounting Office working on the PIC Program.

Special References:

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits:

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may at least one fiscal monitoring visit during the life of this project.

Special Instructions:

Progress reports are due to DOH via email to jill.stewart@doh.wa.gov on April 1st, and October 1st of every year, and upon project completion. Minority and Women-Owned business Reporting is due to megan.schell@doh.wa.gov on the following dates: October 15 annually, and upon project completion.

All environmental data must be entered by the LHJ into EPA's Water Quality Exchange data system (WQX) at <https://www.epa.gov/waterdata/water-quality-data-wqx>. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.

Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001.

Administrative Conditions**1. General Terms and Conditions**

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this statement of work and any previously awarded funds not yet disbursed by the subrecipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the subrecipient prior to the award date of this amendment.

The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2019-09/documents/fy_2020_epa_general_terms_and_conditions_effective_october_1_2019.pdf

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the subrecipient must submit a written request to the DOH Contract Manager prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the subrecipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

3. Disadvantaged Business Enterprise (DBEs)**UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES****GENERAL COMPLIANCE, 40 CFR, Part 33**

The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, subrecipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

<https://www.epa.gov/grants/epa-grantee-forms>.

Annual reports are due by October 1st of each year. Final reports are due by October 15th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

4. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan.

5. Indirect Costs for States and Tribal (also listed in General Terms and Conditions)

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies

The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor Bid and Proposal Room Number 61107 Washington, DC 20004

For Indian Tribe

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center Indirect Cost Services
U.S. Department of the Interior 2180 Harvard Street, Suite 430 Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

6. Consultant Cap (also listed in General Terms and Conditions)

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

Program Programmatic Terms and Conditions: 3/2020

1. Semi-Annual Performance Reports

The subrecipient shall submit performance reports for EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due the first calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the DOH Contract Manager electronically on the FEATS form provided by the Contract Manager.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons why established goals were not met, if appropriate;
- (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. Program Income - Addition

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf.

Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: brown.donaldM@epa.gov.

7. WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET) – 3/2020

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web.

Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database

structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at:

<https://www.epa.gov/waterdata/water-quality-data-wqx>.

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues.

The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager listed on the approval page of the Award Document.

10. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. Lobbying and Litigation — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All Subrecipients.

- i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

Instructions to Submit Quality Assurance Documents for Review

DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>.

13. ULO Stretch Goal:

Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward subrecipients.

Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: All funds should be spent by 2 ½ years of award start date.

Funds Awarded in FY2020 All Should Be Drawn down September 30, 2022.

14. Animal Subjects — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at:

<http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

15. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;

- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

16. Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved contract and budget, the subrecipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DOH Contract Manager and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DOH Contract Manager; however, the EPA Agency Award Official or EPA Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

17. State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

- (1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This

condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- (2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the subrecipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.



5

AGENDA ITEM SUMMARY

DEC 12 2022

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-12-2022**

REGULAR AGENDA ☒ **Meeting Date: 12-27-2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Crescent Community Advisory Council is currently authorized until December 31 ,2022. The current members believe there is a community benefit to continuing the Council.
Resolution reauthorizing the Crescent Community Advisory Council until December 31, 2027 and restructure the membership.

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?)

Resolutions reauthorizing the Crescent Community Advisory Council until December 31, 2027 and restructure the membership.

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

Name of Employee/Stakeholder attending meeting: Commissioner Peach - CCAC and Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-5-2022

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

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



RESOLUTION _____, 2022

REAUTHORIZING THE CRESCENT COMMUNITY ADVISORY COUNCIL AND
RESTRUCTURING THE MEMBERSHIP

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Crescent Community Advisory Council was established by Resolution 16 adopted February 21, 2006 to enhance communication between Clallam County government and the citizens of the Crescent area.
2. The Council was reauthorized to operate until December 31, 2022. The current members believe there is a community benefit to continuing the Council.

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

1. The Crescent Community Advisory Council is authorized to operate until December 31, 2027 operating under the guidelines established by Clallam County Policy and Procedure 952 – Boards and Committees.
2. The Council includes the restructured membership as follows:
 - One representative and one alternate of the Crescent School District
 - One representative of the Student Body of the Crescent School District
 - One representative of the Fire District 4
 - One representative of the Grange
 - One area business owner or individual who owns commercially zoned property
 - One member representing the Crescent Water Association
 - Three at-large members
3. The Crescent Community Advisory Council will meet at least one time during the calendar year.

PASSED AND ADOPTED this 27th day of December, 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board



6

AGENDA ITEM SUMMARY

DEC 1 2 2022

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/12/22**

REGULAR AGENDA ☒ **Meeting Date: 12/27/22**

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 Solid Waste Advisory Committee due to an expiration of term.

A notice of vacancy was issued to the press in October 2022 to solicit applications and the current member with an expiring term was notified. No other applications were received.

The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The Public Works Department endorses the reappointment of Arleen Jensen to the Solid Waste Advisory Committee.

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, Public Works

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 12-1-22

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



RESOLUTION _____, 2022

REAPPOINTING A MEMBER
TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Solid Waste Advisory Committee due to an expiration of term.
2. A notice of vacancy was issued to the press in October 2022 to solicit applications and the current member with an expiring term was notified. No other applications were received.
3. The member whose term is expiring notified the Board of Commissioners in writing that they are interested in being considered for reappointment.
4. The Public Works Department endorses the reappointment of Arleen Jensen to the Solid Waste Advisory Committee.

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

1. **Arleen Jensen** is reappointed to serve as the Agriculture Community Category representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 27th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.177
Appointee
Public Works



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 7
DEC 1 2 2022

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 12-12-22

REGULAR AGENDA ☒ **Meeting Date:** 12-27-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Clallam Bay/Seki Sewer Advisory Committee due to expiration of terms.

A press release was issued to the press in October 2022 to solicit applications and the current members with the expiring terms were notified. No other applications were received.

The members whose terms are expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The Public Works/Roads Department endorses the reappointments of John Robinson and Brian Adler to the Clallam Bay/Seki Sewer Advisory Committee.

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

None

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

Approve and sign resolution reappointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Public Works/Roads

Relevant Departments: Board of Commissioners and Public Works/Roads

Date submitted: 12-2-22

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

Clallam Bay Sekiu SAC Robinson & Adler 12-27-22

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

Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING MEMBERS TO THE
CLALLAM BAY/SEKIU SEWER ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Clallam Bay/Sekiu Sewer Advisory Committee due to expiration of terms.
2. A press release was issued to the press in October 2022 to solicit applications and the current members with the expiring terms were notified. No other applications were received.
3. The members whose terms are expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.
4. The Public Works/Roads Department endorses the reappointments of John Robinson and Brian Adler to the Clallam Bay/Sekiu Sewer Advisory Committee.

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

1. **John Robinson** is reappointed to serve on the Clallam Bay/Sekiu Sewer Advisory Committee with a term ending December 31, 2025.
2. **Brian Adler** is reappointed to serve on the Clallam Bay/Sekiu Sewer Advisory Committee with a term ending December 31, 2025.

PASSED AND ADOPTED this 27th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.155
Appointee



8

AGENDA ITEM SUMMARY

DEC 12 2022

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-12-22**

REGULAR AGENDA ☒ **Meeting Date: 12-27-22**

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 Park and Recreation Advisory Board due to a resignation.

A press release was issued during the month of October 2022 soliciting applications from interested citizens. One application was received.

The Director of Parks, Fair, and Facilities endorses the appointment of Diane Chung to the Park and Recreation Advisory Board.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners and Parks, Fair and Facilities Department

Date submitted: 12-2-22

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



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
PARK AND RECREATION ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Park and Recreation Advisory Board due to a resignation.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens. One application was received.
3. The Director of Parks, Fair, and Facilities endorses the appointment of Diane Chung to the Park and Recreation Advisory Board.

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

1. **Diane Chung** is appointed to the Park and Recreation Advisory Board for a term expiring June 30, 2025.

PASSED AND ADOPTED this 27th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.170
Appointee
Parks



AGENDA ITEM SUMMARY

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

DEC 12 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-12-22

REGULAR AGENDA ☒ Meeting Date: 12-27-22

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 Behavioral Health Advisory Board due to an expiration of term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified.

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.

Health and Human Services Deputy Director endorses the reappointment of Christina Miko to the Behavioral Health Advisory Board.

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

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

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

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

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

Date submitted: 12-6-22

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

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



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 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other applications were received.
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 Deputy Director endorses the reappointment of Christina Miko 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. **Christina Miko** is reappointed as the Advocate for substance use disorders/mental health services representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 27th 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: A22.52
Appointee(s)
HHS



10

AGENDA ITEM SUMMARY

DEC 1 2 2022

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-12-22**

REGULAR AGENDA ☒ **Meeting Date: 12-27-22**

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:

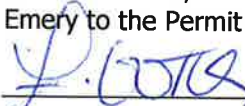
A vacancy exists on the Permit Advisory Board.

A press release was issued in October 2022 to solicit applications from interested citizens and public representatives.

The current Department of Community Development Director submitted an application for the ex-officio Department of Community Development Director 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 resolution appointing Bruce Emery to the Permit Advisory Board.

County Official signature & print name:  Loni Gores, Clerk

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

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 12-6-22

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



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE PERMIT ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Permit Advisory Board.
2. A press release was issued in October 2022 to solicit applications from interested citizens and public representatives.
3. The current Department of Community Development Director submitted an application for the ex-officio Department of Community Development Director position.

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

1. **Bruce Emery** is appointed as the ex-officio Department of Community Development Director representative for a standing term.

PASSED AND ADOPTED this 27th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

cc: A22.171
Appointee
DCD



AGENDA ITEM SUMMARY

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

DEC 12 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-12-22

REGULAR AGENDA ☒ Meeting Date: 12-27-22

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 Lodging Tax Advisory Committee due to the expiration of a term.

A press release was issued during the month of October 2022 soliciting applications and the current member with an expiring term was notified. One application was received.

The member whose term is expiring notified the Board of Commissioner's in writing that she is interested in being considered for reappointment.

Commissioner Johnson endorses the reappointment of Pamela Dahl to the Lodging Tax Advisory Committee.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Commissioner Johnson – Chair LTAC, BOCC

Relevant Departments: Board of Commissioners

Date submitted: 12-7-22

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

LTAC Dahl 12-27-22
Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE
LODGING TAX ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Lodging Tax Advisory Committee due to the expiration of a term.
2. A press release was issued during the month of October 2022 soliciting applications and the current member with an expiring term was notified. One application was received.
3. The member whose term is expiring notified the Board of Commissioner's in writing that she is interested in being considered for reappointment.
4. Commissioner Johnson endorses the reappointment of Pamela Dahl to the Lodging Tax Advisory Committee.

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

1. **Pamela Dahl** is reappointed to the category representing a collector of the tax for a term expiring December 31, 2025.

PASSED AND ADOPTED this 27th of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

cc: A22.161
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

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

DEC 12 2022

Department: Roads

WORK SESSION ☒ Meeting Date: 12/12/2022

REGULAR AGENDA ☒ Meeting Date: 12/27/2022

Required originals approved and attached? ☐

Will be provided on: 12/9/2022

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:

Discussion on the proposed Interlocal Agreement between Clallam County and Clallam County Public Utility District regarding the Carlsborg Regional Water Supply.

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

The funding source for this project is to be discussed.

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

Review recommended agreement for possible approval on 12/27/2022.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Steve Gray / Tom Reyes

Relevant Departments: Public Works, BOCC

Date submitted: 12/7/2022

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

Agenda Item Summary - Carlsborg Water Agreement

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

Revised: 3-04-2019

DRAFT

101-22-0025

**FIRST INTERLOCAL AGREEMENT REGARDING CARLSBORG REGIONAL
WATER SUPPLY**

BY AND BETWEEN

**CLALLAM COUNTY AND
PUBLIC UTILITY DISTRICT No. 1 OF CLALLAM COUNTY**

This Interlocal Agreement ("Agreement") is made by and between Clallam County ("County") and Public Utility District No. 1 of Clallam County ("District"), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW. The County and the District are each a "Party" and are together the "Parties" to this Agreement.

WHEREAS, the District owns and operates a Group A water system that was founded and developed to serve local utility districts ("LUD") initiated in Carlsborg, and the District holds three water rights that together authorize withdrawal and use of 467.6 acre feet from three wells and that are dedicated to serving the District's existing customers and commitments;

WHEREAS, on December 5, 2000 pursuant to Ordinance No. 700, the County Board of Commissioners established an Urban Growth Area ("UGA") for the Carlsborg area;

WHEREAS, the Carlsborg UGA is within the service area identified in the District's current Water System Plan, but outside the District's current retail service area;

WHEREAS, on March 19, 2013, the District and the County entered the Interlocal Agreement (ILA) for the Carlsborg Wastewater System that provides for the County to purchase or otherwise procure for the District additional water rights in sufficient quantity to supply water for Full Buildout of the Carlsborg UGA that is outside of the District's Carlsborg retail service area as of March 2013 (the "Water Service Expansion Area");

WHEREAS, the County contracted with a consulting firm to provide technical and project assistance to support the District's efforts to obtain Ecology's approval of the District's 2006 water right application, including drilling a new well (the "Carlsborg Very Deep Well") and development of a mitigation plan for new water uses as required under the Dungeness Instream Water Rule;

WHEREAS, the District's primary existing Carlsborg production well (LUD #10 Well) is exhibiting rising nitrate contamination levels that are expected to reach the maximum contaminant level allowed within the next four to six years (2026-2028);

WHEREAS, the County and District seek to work cooperatively to achieve shared goals and objectives related to the growth expected in the Carlsborg Region and efforts to plan for and serve that growing population;

WHEREAS, the County has identified an immediate need within the UGA, outside the District's current retail service area, for water availability to serve new development including affordable housing;

WHEREAS, the District has determined that it has sufficient water rights to reliably provide water service and serve growth within the existing retail service area for a twenty-year period, and make additional water available to a limited number of new connections outside the retail service area;

WHEREAS, on October 18, 2022, the County and District entered into a Memorandum of Understanding Regarding Carlsborg Water Supply ("MOU") that expresses the Parties' intent regarding land use, water system planning and improvement, and supply of drinking water;

WHEREAS, in the MOU, each Party recognizes key interests and missions of the other Party, and the Parties state the intent to negotiate in good faith an interlocal agreement to carry out the MOU;

WHEREAS, in order to address the immediate need in the UGA, the Parties agree to address a portion of the content of the MOU in this Agreement and to negotiate in good faith additional interlocal agreement(s) regarding Carlsborg regional water supply to address the other portions of the MOU not addressed herein;

WHEREAS, it is unnecessary to restate or reference herein all provisions of the MOU, and thus the Parties intend to preserve and pursue all provisions in the MOU going forward, including MOU provisions not referenced or addressed herein; and

WHEREAS, the District and the County wish to facilitate the District's ability to extend its retail service area through the installation of a new well site, transmission lines, storage/blending facilities, pump stations and related infrastructure to connect the Carlsborg Very Deep Well water supply to the existing Carlsborg Water System.

NOW, THEREFORE, the following AGREEMENT is made upon the basis of the foregoing recitals, incorporated herein by reference, and in consideration of the mutual promises and covenants herein, and the mutual benefits to be derived by the Parties therefrom.

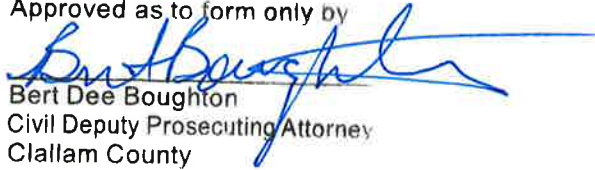
1. The District will certify water availability to support growth within the Carlsborg UGA, outside the District's current retail service area not to exceed a total of 93.1 acre feet of annual production utilizing its existing water rights. The foregoing certification is dependent on and subject to securing regulatory approval, as applicable or required, of the necessary water system planning and service area actions. The County agrees not to make any formal or informal decisions, agreements, or commitments related to development, building permits or land divisions in the UGA advance of the District's certification of water availability.
2. The County will provide funding towards capital projects planned by the District directly related to improving water supply and water quality in the Carlsborg Water System in the amount of \$775,000. The County reserves the right to provide this funding under the Coronavirus Local Fiscal Recovery Funds (CFDA No 21.027) of the American Rescue Plan Act ("ARPA"). If ARPA grant funding is used, it is subject to execution of a separate ARPA Direct Grant Assistance Agreement by both parties. To be eligible for such ARPA grant funding, capital projects must be

eligible under the EPA's Drinking Water State Revolving Fund Handbook ("DWSRF") and those outlined under the ARPA Final Rule. Costs for such capital projects must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final costs to be disbursed no later than December 31, 2026. The County will provide the funding within 60 calendar days of the District's certification of water availability to any portion of the Carlsborg UGA outside of the District's retail water service area as described in paragraph 1 above, the execution of this agreement, or the execution of an ARPA Direct Grant Assistance Agreement, whichever comes later. If applicable, as to be outlined in the ARPA Direct Grant Assistance Agreement, the District will be required to provide periodic reporting and supporting documentation for how such ARPA funding is utilized until such funds are fully expended.

3. Nothing in this Agreement is intended to preclude the County from providing additional funding towards needed capital projects related to Carlsborg water supply or water quality in the future.
 4. Nothing in this Agreement is intended to preclude the District from making available additional water utilizing its existing water right.
 5. The County will continue to comply with its obligations under the 2013 Interlocal Agreement.
 6. The District will continue to act in good faith to assist the County's effort to obtain additional water rights for the District.
 7. Agreement Clauses Required by Chapter 39.34 RCW.
 - a) Purpose. See the last three Recital paragraphs on page 2.
 - b) Effective Date and Duration. This Agreement will take effect immediately after both Parties have duly approved and executed the Agreement. The initial term of this Agreement shall be seven (7) years. After three (3) years both Parties shall commit to reevaluating water supply, water quality, growth and development within the Carlsborg Water System with the intent to reach mutual written agreement specific to renewal of or revision to the Agreement as needed.
 - c) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- Responsibilities of the Parties. See Paragraphs 1, 2, 5 and 6 above.
- d) Agreement to be Filed or Posted. Within five (5) business days after full execution of this Agreement, each Party will list by subject this Agreement on its website.
 - e) Financing. Each Party will be responsible for funding and financing its obligations under this Agreement.

- f) Termination. This Agreement may be terminated or modified only upon mutual written consent of both Parties. At any time, either Party may give to the other written notice of intent to terminate or modify this Agreement, in which case both parties shall commit to meeting within thirty (30) days. If the parties do not mutually agree regarding amendment or termination after meeting, then this agreement shall continue for the remainder of the seven-year term described in paragraph b) above. If mutual written agreement is not reached related to renewal of the Agreement prior to end of the initial seven-year term, the Agreement shall terminate at the end of the initial seven-year term.

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

DEC 12 2022

Department: Public Works

WORK SESSION ☒ Meeting Date: December 12, 2022

REGULAR AGENDA ☒ Meeting Date: December 27, 2022

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 30805-22-001

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Due to the COVID-19 pandemic, the critical need for reliable broadband was underscored:

- Schools shifted their educational model to remote learning;
- Employees shifted to working from home;
- Medical services were offered through telemedicine to reduce disease transmission; and
- Retail customers transitioned to online purchasing.

For some individuals and families these options weren't available due to slow Broadband speeds without a reliable connection. Many schools and libraries set up hotspots for students and employees to be able to access reliable broadband to do their schoolwork or their work.

In 2021 the Clallam County Broadband Action Team was made aware of grant funding opportunities for Broadband expansion in unserved and underserved areas. Clallam County is a representative agency on the Broadband Action Team and was deemed as the most competitive candidate to apply for the Broadband funds. With the help of the Broadband Action Team and consultants, a competitive project area that met all extensive qualifications was chosen. The Coville area through Joyce met the qualifications deemed to create a competitive application while being a severely unserved and underserved area for Broadband services in Clallam County.

Unserved and underserved is defined as households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

In November 2021, Clallam County applied for a Washington State Broadband Office (WSBO) rural broadband grant. The WSBO project area outlined in red on the attached map extends along the SR

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112 corridor area generally between the Eden Valley Road area and continuing west of Joyce to the Farrington Road area, and includes a separate area north of SR 112 around Place Road near the west-side of the mouth of the Elwha River.

The WSBO project area will provide for a continued westward expansion of broadband from the area to be served under the County's awarded Washington State Public Works Board (PWB) that begins in the SR 112/US 101 junction area (see attached map). The PWB broadband grant award like the WSBO award also has a pending grant contract before the Board.

In January 2022, Clallam County was informed by WSBO, funding would be awarded to Clallam County in the amount of \$16,074,984.65. Clallam County would be required to provide a 10% match of \$1,786,109.41. The County did not receive a draft grant contract until August 2022. Staff review of the contract has been completed and is now before the Board for action.

The initial period of performance for this grant starts on July 1, 2021, and ends on June 30, 2023, due to the end of the state biennium. However, it is anticipated the funds will be re-appropriated and the period of performance (Contract End Date) will be extended until October 30, 2026. Eligible project costs must be obligated (e.g., construction contract) no later than December 31, 2024, with all final project reimbursement requests submitted by October 30, 2026.

This project will deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps and will be available to approximately 920 premises. There is an estimated 60 aerial miles of fiber installed along power poles and an estimated 82 underground miles.

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?)

The Department recommends approval of the attached grant agreement/contract with the Washington State Broadband Office (WSBO).

County Official signature & print name:

 Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray and Chelsea Millar

Relevant Departments: Public Works

Date submitted: 12/7/22

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



Capital Agreement with

Clallam County

through

Washington State Broadband Office – Infrastructure Acceleration Grant
America Rescue Plan Act, State and Local Fiscal Recovery Funds

For

Clallam County Broadband

Start date: July 1, 2021

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Contract Number: 22-96810-002

**Washington State Department of Commerce
Local Government Division
State Broadband Office
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee Clallam County 223 E 1 st St. STE 3 Port Angeles, WA 98362		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Steve Gray Transportation Program Manager (360) 417-2290 steve.gray@clallamcountywa.gov		4. COMMERCE Representative Chelsea Bagwell Broadband Infrastructure Specialist (360) 485-3890 Chelsea.bagwell@commerce.wa.gov	
5. Grant Amount \$ 16,074,985.00	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date July 1, 2021	8. End Date June 30, 2025, Contingent on reappropriation; June 30, 2023 if funds are not reappropriated.
9. Federal Funds (as applicable) \$ 16,074,985.00		Federal Agency US Dept. Treasury	
10. SWV # 0000200-19		11. UBI # 054-004-559	13. UNIQUE ENTITY ID # JV6JJNELRBS5
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, the following documents incorporated herein by reference: Grantee's Application for Funding and the Washington State Broadband Office Infrastructure Acceleration Grants Handbook 21-23 prepared by Commerce.			
FOR GRANTEE _____ Mark Ozias, Clallam Co Commissioner _____ Date APPROVED AS TO FORM ONLY <i>Dee Boughton</i> _____ Dee Boughton, Deputy Prosecuting Attorney 12/5/2022 9:57 AM PST _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY <i>Sandra Adix</i> _____ Sandra Adix Assistant Attorney General <u>August 08, 2022</u> _____ Date	

DECLARATIONS

CLIENT INFORMATION

Grantee Name: **Clallam County**
Grant Number: **22-96810-002**

PROJECT INFORMATION

Project Name: **Clallam County Broadband**
Project City: **Port Angeles**
Project State: **Washington**
Project Zip Code: **98343, 98363**

GRANT INFORMATION

Grant Amount: **\$ 16,074,985.00**
Local Match: **\$ 1,786,109.41**
Appropriation Number: **ESSB 1080, Section 1086**
Re-appropriation Number (if applicable):
Grant End Date: **June 30, 2023; may be extended up to June 30, 2025, contingent on State and Federal reappropriation**

Biennium: **2021-2023**
Biennium Close Date: **June 30, 2023**
Earliest Date for Reimbursement: **March 3, 2021**
Time of Performance: **In accordance with Special Terms and Conditions Number 4**

FUNDING INFORMATION

Federal Funding: **Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.**

Federal Award Agency: **US Department of Treasury**

Amount of Federal Funds Obligated by this Action: **\$ 16,074,985.00**

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRFP0002

Total amount of the federal award: **\$ 16,074,985.00**

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. 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.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.
- d) In the event the grantee can't complete the full scope of work, due to material/supply chain delays, the parties may agree to amend the scope of work.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. Grantee purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. Grantee purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

8. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) can be used (requested in the application or the project data sheet).

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The Grantee can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Grant funds are disbursed on reimbursement basis-only for eligible costs within the approved project's scope of work. Grant funds will be reimbursed and Grantee's matching funds must be expended by Grantee in the amounts and as identified on the Declarations Page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, to extent that 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 subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

10. 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.

11. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

12. 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:

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 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.

13. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

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, currently available online at [eCFR :: 22 CFR Part 513 Subpart A -- General](#)

14. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or

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agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards

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promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of 42 U.S. Code § 802 - Coronavirus State fiscal recovery fund, regulations adopted by Treasury pursuant to subsection (f) of that section, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

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basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

16. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

17. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the [SAM website \(https://www.sam.gov\)](https://www.sam.gov). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

18. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Period of Performance, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

19. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure performance and funds awarded under this Grant Agreement. For the avoidance of doubt, the foregoing replaces in its entirety the introductory paragraph of Section 46 of the General Terms and Conditions. This provision does not extend to claims that COMMERCE may bring against the Grantee in recapturing funds expended in violation of this Grant Agreement.

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20. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this Grant Agreement, shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision of the General Terms and Conditions).

21. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the Grantee for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

22. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

23. FRAUD AND OTHER LOSS REPORTING

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

24. SUBCONTRACTORS

No prior approval of subcontracting to a Subcontractor of any tier shall be required and the first three paragraphs of Section 40 of the General Terms and Conditions shall be deemed to refer to "subrecipient" rather than Subcontractor or subcontracting. The parties acknowledge and agree that Grantee may perform work under this agreement using subrecipients and that Grantee is wholly responsible for selection of subrecipients and to ensure their compliance with applicable law.

25. COPYRIGHT PROVISIONS

Per the Scope of Work, Section 16 is not intended to apply to any architectural and engineering work funded by this Grant.

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26. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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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 of Commerce 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 Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract 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. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. 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.

5. 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.

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

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

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

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

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. 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 CFR 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.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract 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 contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract 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 contract 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:

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LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 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. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/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. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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 Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

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

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15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

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.

17. DISALLOWED COSTS

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

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18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

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

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

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

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. 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.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION 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 contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

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

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

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

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

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. 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 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). 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. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).
- E. Domestic preferences for procurements 2 CFR [§ 200.322](#).

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial,

**GENERAL TERMS AND CONDITIONS
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or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, 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 contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit 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.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. 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 terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract 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 contract.

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40. SUBCONTRACTING

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

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

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

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

41. 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.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract 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 contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, 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 contract. 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 contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. 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.

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45. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. 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 contract.

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

- A. Stop work under the contract 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 contract 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 contract 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 contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. 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 contract, 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 contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 contract.

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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 contract

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

47. 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.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures for the **Clallam County Broadband Project** to design and construct the build which will serve the premises going through the areas along Hwy 112 including Coville, Ramapo, and the unincorporated town of Joyce in Clallam County. The last mile construction will serve approximately 923 premises. This project will tie into a current project that brings backhaul to Hwy 112. The fiber to the premise design of this project will have internet service providers offering speeds of 1Gbps to the businesses and residences in the project area.

The broadband technology funded by this grant will result in minimum service speed to each of the above premises that reliably meets or exceeds 100 megabits per second download (Mbps) and between at least 20 Mbps and 100 Mbps and be scalable to a minimum of 100 Mbps symmetrical download and upload speeds.

Grantee must require that all retail internet service providers using the broadband funded through this grant to either:

- Participate in the Federal Communications Commission's Affordable Connectivity Program (ACP), or
- Provide access to a broad-based affordability program to consumers with low incomes in the broadband infrastructure proposed service area that provides benefits commensurate with those provided under the ACP.

Submit executed Partnership Agreement(s) and/or Indefeasible Rights of Use (IRU), no later than thirty (30) days prior to the anticipated construction completion date or contract end date.

The Internet Service Provider partnering with the Grantee may retain exclusive rights to the network constructed with grant funds upon contract execution for a maximum of three years after funded project construction is completed. After three years the network must be open access for the remainder of the useful life of the project constructed. Open access means access to broadband services and infrastructure on transparent terms that are offered at fair market price and do not discriminate among users of the network.

Project activities will include and not be limited to:

- **Environmental Review.**
- **Engineering** - Includes detailed design engineering, permitting and rights of way, creation of construction documents
- **Procurement** - Identification, ordering, receiving, and inventory of all necessary materials and equipment.
- **Construction** - Advertisement of bids for contractor. Contractor Selection. Construction Management. Advertisement of bids for drops contractor, selection. Management
- **Customer Connection/Completion** - Installation of network equipment in customer homes. Network connections and provision of internet service.

The project needs to meet all applicable Local, State, and/or Federal standards.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

Mark Ozias, Clallam Co Commissioner

DATE

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$ 16,074,985.00
Other Grants		
Grant #1	N/A	\$ 0.00
Total Other Grants		\$ 0.00
Other Loans		
Loan #1	N/A	\$ 0.00
Total Loans		\$ 0.00
Other Local Revenue		
Source #1	Clallam County Match	\$ 1,786,109.41
Total Local Revenue		\$ 1,786,109.41
Other Funds		
Source #1	N/A	\$ 0.00
Total Other Funds		\$ 0.00
Total Project Funding		\$ 17,861,094.41

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Grantee, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Mark Ozias, Clallam Co Commissioner

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

GRANTEE certifies that "all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in construction law (commonly known as "baby Davis-Bacon Acts").

GRANTEE certifies that "the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

For any funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

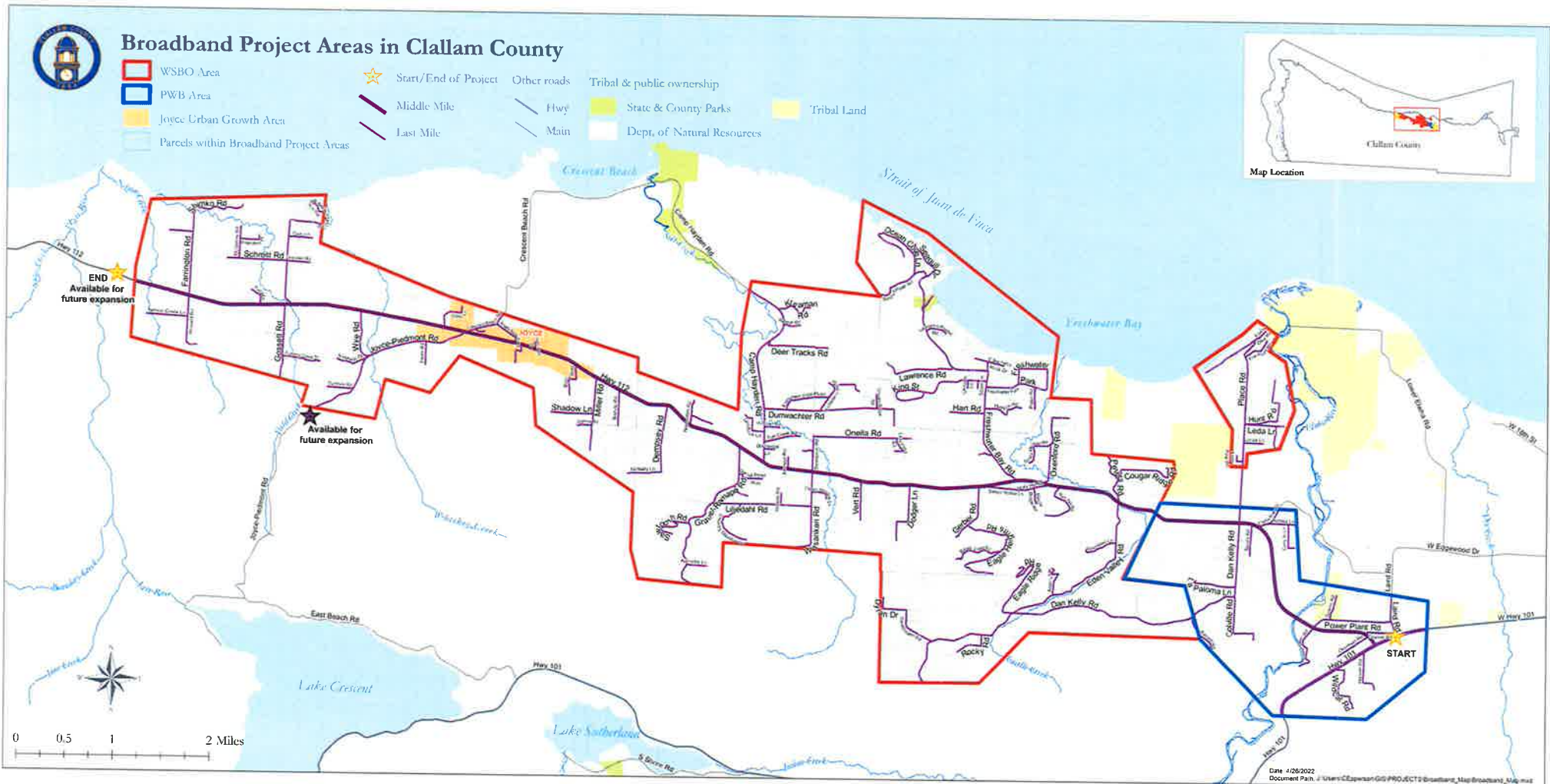
Mark Ozias, Clallam Co Commissioner

DATE



Broadband Project Areas in Clallam County

- WSBO Area
- PWB Area
- Joyce Urban Growth Area
- Parcels within Broadband Project Areas
- Start/End of Project
- Middle Mile
- Last Mile
- Other roads
- Hwy
- Main
- Tribal & public ownership
- State & County Parks
- Dept. of Natural Resources
- Tribal Land





AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) ¹⁴ DEC 12 2022

Department: Public Works

WORK SESSION ☒ **Meeting Date: December 12, 2022**

REGULAR AGENDA ☒ **Meeting Date: December 27, 2022**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # **30805-22-002**

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Due to the COVID-19 pandemic, the critical need for reliable broadband was underscored:

- Schools shifted their educational model to remote learning;
- Employees shifted to working from home;
- Medical services were offered through telemedicine to reduce disease transmission; and
- Retail customers transitioned to online purchasing.

For some individuals and families these options weren't available due to slow Broadband speeds without a reliable connection. Many schools and libraries set up hotspots for students and employees to be able to access reliable broadband to do their schoolwork or their work.

In 2021 the Clallam County Broadband Action Team was made aware of grant funding opportunities for Broadband expansion in unserved and underserved areas. Clallam County is a representative agency on the Clallam County Broadband Action Team and was deemed as the most competitive candidate to apply for the Broadband funds. With the help of the Broadband Action Team and consultants, a competitive project area that met all extensive qualifications was chosen. The US 101/SR 112 junction through the Coville area met the qualifications deemed to create a competitive application while being a severely unserved and underserved area for Broadband services in Clallam County.

Unserved and underserved is defined as households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

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

PWBAGendaSummary_Contract (12-12-22)

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

Revised: 3-04-2019

In October 2021, Clallam County applied for a Washington State Public Works Board (PWB) rural broadband grant for a project area beginning at the US 101/SR 112 junction area to approximately one mile west of Dan Kelly Road as outlined in blue on the attached map. The western end of the project area connects to the start of the County's other awarded broadband grant (see attached map) from the Washington State Broadband Office (WSBO) that also has a pending grant contract before the Board.

In December 2021, Clallam County was informed by the PWB, funding would be awarded to Clallam County in the amount of \$4,525,174. The County did not receive a draft grant contract until September 2022. Staff review of the contract has been completed and is now before the Board for action.

The initial period of performance for this grant starts on July 1, 2021, and ends on June 30, 2023, due to the end of the state biennium. However, it is anticipated the funds will be re-appropriated and the period of performance (Contract End Date) will be extended until October 30, 2026. Eligible project costs must be obligated (e.g., construction contract) no later than December 31, 2024, with all final project costs reimbursement requests submitted by October 30, 2026.

This project will deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps and will be available to approximately 640 premises. There is an estimated 18 aerial miles of fiber installed along power poles and an estimated 19 underground miles.

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?)

The Department recommends approval of the attached grant agreement/contract with the Washington State Public Works Board (PWB).

County Official signature & print name:

 Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray and Chelsea Millar

Relevant Departments: Public Works

Date submitted: 12/7/2022

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

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

Contract # 30805-22-002

FACE SHEET

Contract Number: PBC22-96104-009

☒ Subrecipient ☐ Contractor

PUBLIC WORKS BOARD BROADBAND PROGRAM ARPA Coronavirus Capital Projects Fund Grant

1. Subrecipient Clallam, County of 223 E 4th St Port Angeles, WA 98362		2. Subrecipient Doing Business As (optional) N/A	
3. Subrecipient Representative Steve Gray 360-417-2290 steve.gray@clallamcountywa.gov		4. Public Works Board Project Manager Sheila Richardson 564-999-1927 sheila.richardson@commerce.wa.gov	
5. Contract Amount \$4,525,174	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Contract Start Date Contract Execution Date	8. Contract End Date Four years from Contract Execution Date
9. Federal Funds (as applicable) \$4,525,174	Federal Agency US Department of Treasury	ALN (CFDA) # 21.029	Indirect Rate: N/A
10. Tax ID # N/A	11. SWV # SWV0000200-16	12. UBI # 054-004-559	13. UEI # JV6JJNELRBS5
14. Contract Purpose The Washington State Public Works Board (BOARD) and the subrecipient (Subrecipient) (the Parties) have entered into this performance-based Contract (Subaward) to undertake a broadband construction project (Project) that furthers the goals and objectives of the ARPA Coronavirus Capital Projects Fund as referenced in Attachment A. The Project will be undertaken by the Subrecipient and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The Project must be undertaken in accordance with the terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference are into this Subaward.			
The BOARD, and Subrecipient acknowledge and accept the terms of this Subaward and attachments and have executed this Subaward on the last signature date below as the start date referenced above. The rights and obligations of both Parties to this Subaward are governed by this Subaward and the following other documents are incorporated by reference: Contract Terms and Conditions including Declarations Page; and "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D": Certification of Review and Intent to Comply with Treasury's Coronavirus Capital Projects Fund Environmental Checklist, Attachment "E" – Debarment Certification, and Attachment "F" – Attorney's Certification			
FOR THE Subrecipient		FOR PUBLIC WORKS BOARD	
Signature _____ Print Name _____ Title _____ Date _____		Kathryn A. Gardow, Public Works Board Chair Date _____ APPROVED AS TO FORM ONLY <u>August 31, 2022</u> Dawn Cortez Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name: Clallam, County of
Contract Number: PBC22-96104-009

PROJECT INFORMATION

Project Title: Clallam County Broadband Project
Project City: Port Angeles
Project State: **Washington**
Project Zip Code: 98362

FUNDING INFORMATION

Contract Amount: **\$4,525,174**
Appropriation Number: **SHB 1080 S-3081.3, Section 1067**
Reappropriation Number (if applicable):
Contract End Date: June 30, 2023, if funds are not reappropriated. Contract End Date may be extended **contingent on reappropriation**

Biennium: **2021-2023**
Biennium Close Date: **June 30, 2023**
Total Estimate Cost: **\$4,525,174**
Earliest Date for Reimbursement (award date): **December 3, 2021**
Time of Performance: In accordance with Special Terms and Conditions Section 1.9

Federal Funding: **Section 604 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (ARPA or "Act"), Pub.L.No. 117-2 (March 11, 2021) 4525174**

Federal Award Agency: **US Department of Treasury**

ADDITIONAL SPECIAL CONDITIONS GOVERNING THIS SUBAWARD AGREEMENT

Extension of Subaward Upon Reappropriation.

Notwithstanding Special Terms and Condition Section 1.9, the End Date of this Subaward **may be extended upon written notice to Contractor from the BOARD** for a period of time consistent with the effective date of any reappropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In the BOARD's sole discretion, after review of any funding reappropriation terms and applicable Federal law or guidance, a contract amendment in accordance with Special Terms and Condition Section 1.9 may be required to extend the End Date.

SCOPE OF WORK

Attachment A: Project Scope of Work

Capital Agreement with

Clallam, County of

through

America Rescue Plan Act, Coronavirus Capital Funds,

Public Works Board

For

Clallam County Broadband Project

Construct mid-mile and last mile fiber broadband infrastructure to approximately 643 premises along HWY 112 in Clallam County.

Start date: Date of Last Signature

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SUBAWARD TERMS AND CONDITIONS

Part 1: SPECIAL TERMS AND CONDITIONS

1.1 AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, Section 1067, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.,. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be reappropriated in future biennia, subject to Federal requirements. Acting under the authority of RCW 43.155.160, the BOARD awards Subrecipient broadband construction funding for the approved broadband construction Project as described in the ATTACHMENT A: SCOPE OF WORK.

1.2 DEFINITIONS

As used throughout this Construction Funding Subaward the following terms shall have the meaning set forth below:

- A. "Subrecipient" - shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- B. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- C. "Contractor" or "Subcontractor": Firm selected through a competitive procurement process and is paid ARPA CPF funds by the Recipient (PWB) in compensation for specific services and not in the employment of the Subrecipient, who is performing all or part of those services under this Subaward under a separate contract with the Contractor.
- D. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- E. "The BOARD" - the State of Washington Public Works Board established in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Subaward.
- F. "Declarations" and "Declared" - the Project information, terms and conditions as stated on the Declarations Page of this Subaward, displayed within the Subaward in THIS STYLE for easier identification.

G. "PUBLIC USE" - that the portion of the broadband network funded in whole or in part by the BOARD that shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction.

H. "Unserved Areas" - as defined in RCW 43.330.530(10).

1.3 **ACCESS TO WORK AND RECORDS**

All property, facilities, and records developed pursuant to this Subaward shall be available for inspection upon request during regular business hours by the BOARD or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to the BOARD immediately upon request. This paragraph shall be included in any and all subcontracts let by the Subrecipient under this agreement.

1.4 **ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Identification Number (FAIN): CPFFN0145

Total amount of the federal award: \$4,525,174

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

Federal Award Project Description: Construct mid-mile and last mile fiber broadband infrastructure to approximately 643 premises along HWY 112 in Clallam County.

The Subrecipient agrees that any publications (written, visual, or sound), excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This Project is [is being] [was] supported, in whole or in part, by federal award number CPFFN0145 awarded to State of Washington by the U.S. Department of the Treasury. This Project was awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, Coronavirus Capital Projects Funds, Washington State Public Works Board."

1.5 **AUDIT**

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

- A. Submit to the BOARD the reporting package specified in OMB Super Circular 2 CFR 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 the BOARD follow-up and developed corrective action plans for all audit findings.

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

The Subrecipient shall send all single audit documentation to auditreview@commerce.wa.gov.

1.6 CHANGE OF OWNERSHIP OR USE FOR SUBRECIPIENT-OWNED PROPERTY

The Subrecipient understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Subrecipient using the funds under this Subaward shall be held and used by the Subrecipient for the purposes stated in the Scope of Work shown on the Declarations page for a period of at least fifteen (15) years from the date the final payment is made.

In the event that the Subrecipient decides to change or transfer ownership of any or all assets acquired or constructed in whole or in part, or otherwise improved by the Subrecipient using state funds under this Subaward, the Subrecipient agrees that any such decision or action must be submitted in writing and approved by BOARD in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Subrecipient is found to be out of compliance with this section, the Subrecipient shall repay the principal amount of the Subaward as stated in the Declarations plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 2.35 Recapture Provision.

1.7 COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Subrecipient agrees to comply with the requirements of section 604 of the American Rescue Plan Act (Act,) regulations adopted by Treasury pursuant to section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and guidance issued by Treasury. This includes, but is not limited to all Federal reporting requirements that apply to funds supporting this Subaward, set out here: <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf> .
- B. Federal regulations applicable to this award include, but are not limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

1.8 SUBAWARD 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 Subaward.

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

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

1.9 SUBAWARD PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The Project shall be completed within four (4) years from the date of Subaward execution, unless otherwise specified. The initial period of performance for this award begins on the date of last signature and ends on June 30, 2023. If unexpended funds under this Grant are reappropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026. Construction Projects must reach substantial completion before October 30, 2026. Substantial completion is defined as the date for which the Project can fulfill

the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. For Federal Coronavirus Broadband Construction contracts no extensions are possible. If the Project is not completed by the 2026 date, any unallocated funds are returned to the federal Department of Treasury.

- b) Costs Incurred Period. Subrecipient may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on December 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Subrecipient has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024,
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between December 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to the BOARD by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.
- d) Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

1.10 COPYRIGHT PROVISIONS

Notwithstanding the provisions of General Terms and Conditions 2.15, copyright provisions, of this Subaward, the contractor has ownership rights in all data and blueprints that the contractor produces under this Subaward, subject to the board right to royalty free use of these materials.

1.11 SUBAWARD SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Subaward will be suspended effective July 1. The Subrecipient shall immediately suspend work under this Subaward and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Subrecipient immediately upon lifting of the Subaward suspension.

1.12 CULTURALLY RELEVANT SERVICES

In performing work pursuant to any Subaward, the Subrecipient may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Subrecipient's Nation or other tribes, in accordance with tribal laws and policies.

1.13 DEFAULT IN REPAYMENT

Loan repayments shall be made on the loan in accordance with Section 1.19 of this Subaward. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at Project completion if the repayment of loan funds in excess of eligible costs are not

repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Subrecipient acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Subrecipient of such delinquency.

The Subrecipient shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.14 DOCUMENTATION AND SECURITY

The provisions of this section shall apply to private entity broadband projects. To ensure a grant or loan to a private entity under this section primarily serves the public interest and benefits the public, any such grant or loan must be conditioned on a guarantee that the asset or infrastructure to be developed will be maintained for public use (definition: Section 1.2(G)) for a period of at least fifteen (15) years (RCW 43.155.160 (8)).

- A.** This Subaward shall be evidenced and secured by a security instrument in favor of BOARD guaranteeing public use for at least fifteen (15) years. Form of security will be as negotiated by the Parties to this Subaward, and include an Indefeasible Right of Use (IRU).
- B.** Term of the IRU. The IRU shall remain in full force and effect for a period of at least fifteen (15) years following the completion of the Project funded in whole or in part under this Subaward. Upon satisfaction of the fifteen-year public benefit requirement and all other grant or loan terms and conditions, the BOARD shall, upon written request of the Subrecipient, take appropriate action to recover or release the security instrument.
- C.** The IRU will be provided no later than the date of final payment under this Subaward, and shall remain in effect for a period at least 15 years after the date the Project is complete and in service.

1.15 ELIGIBLE PROJECT COSTS

- A.** Subrecipient are responsible for ensuring that eligible costs are consistent with the cost principal standards set forth in the Uniform Guidance at 2 CFR 200.400 through 2 CFR 200.476
- B.** The BOARD will only reimburse construction-related expenses that are directly related to the scope of work of the Project being financed by the BOARD.
- C.** Eligible project activities and costs include the following, as defined in the Definition Section:
 - design, architectural, and engineering work;
 - building permits/fees;
 - archeological/historical review;
 - construction labor (from external sources only)* and materials;
 - demolition/site preparation;
 - capitalized equipment;
 - construction management and observation (from external sources only);**
 - landscaping;
 - salaries and benefits***
 - indirect costs: federal approved indirect rate**** or 10 percent MTDC and
 - real property when purchased specifically for the Project, and associated costs.*****

*Construction labor does not include work typically performed by employees of the applicant, unless the employee is hired solely and specifically to perform construction labor for the awarded project.

** Construction management and observation is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the applicant, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

*** Salaries and benefits can only include the portion of payroll and benefits of employees corresponding to time spent managing the Broadband Infrastructure Project.

****Federal approved indirect rate must be declared on contract face page to be applicable.

***** Costs directly associated with property acquisition include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

Ineligible costs: internal administrative activities, fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments for rental of equipment or facilities, maintenance and operating, mortgages or property leases (including long-term), the moving of equipment, furniture, etc., between facilities, and salary & benefits for the employees of the applicant, and the cost of the technology used to extend broadband service to the end user.

These Special Terms supersede the General terms in Section 2.3 Allowable Costs.

1.16 **HISTORICAL AND CULTURAL RESOURCES**

Prior to commencing construction, Subrecipient shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or, as an alternative to completion of Governor's Executive Order 21-02, Subrecipient shall complete Section 106 of the National Historic Preservation Act, as applicable. Subrecipient agrees that the Subrecipient is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Subaward.

In addition to the requirements set forth in this Subaward, Subrecipient shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed Project funded by this Subaward. Subrecipient agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Subaward.

The Subrecipient agrees that, unless the Subrecipient is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Subrecipient shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Subrecipient shall immediately stop work and report the presence and location of the remains to the coroner and local law enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Subrecipient shall require this provision to be contained in all sub-contracts for work or services related to the declared SCOPE OF WORK.

In addition to the requirements set forth in this Subaward, Subrecipient agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the process set forth in Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Subrecipient finds it necessary to amend the SCOPE OF WORK, the Subrecipient may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.17 INDIRECT COSTS

Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

1.18 ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Project Scope of Work
- Attachment B – Certification of Availability of Funds to Complete the Project
- Attachment C – Certification of Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Review and Intent to Comply with Treasury's Coronavirus Capital Projects Fund Environmental Checklist
- Attachment E – Debarment Certification
- Attachment F – Attorney Certification

1.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

If the Subrecipient is a state or local entity, the BOARD makes no claim to any real property improved or constructed with funds awarded under this Subaward and does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Subaward. This provision does not extend to claims that

BOARD may bring against the Subrecipient in recapturing funds expended in violation of this Subaward.

If Subrecipient is a private entity it shall provide an IRU to the BOARD as set forth in Section 1.8.

1.20 PROJECT COMPLETION AMENDMENT AND CERTIFIED PROJECT COMPLETION REPORT

The Subrecipient shall complete a Certified Project Completion Report when all activities identified in the SCOPE OF WORK are complete. The BOARD will supply the Subrecipient with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the Project, as described in the declared scope of work, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Project as described in the scope of work.
- C. Certification that all costs associated with the Project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Subaward work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of completed Project, as appropriate.

The Subrecipient will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan or grant amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the SCOPE OF WORK and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Subaward determining the final loan and/ or grant amount, local share, term, and interest rate.

1.21 PROJECT PERFORMANCE

The Subrecipient shall commence Project construction within six months after execution of the Final Subaward, unless otherwise specified. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement the BOARD determines that Project construction performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Subaward can be completed for the balance then unpaid, the BOARD reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 2.44, 2.45 and -2.46.

1.22 PUBLIC USE – PRIVATE APPLICANTS ONLY

"PUBLIC USE" any grant or loan to a private entity is conditioned upon a guarantee that the asset or infrastructure to be developed will be maintained for public use for a period of at least fifteen (15) years. PUBLIC USE is defined as that the portion of the broadband network funded in whole or in part by the BOARD shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction. The Public Use condition will be satisfied by Subrecipient's provision of an IRU to the BOARD as set forth in Section 1.6.

1.23 REAPPROPRIATION

The parties hereto understand and agree that any state funds not expended by the end of the declared BIENNium, including the five percent (5%) retainage as described in SPECIAL TERMS AND CONDITIONS, Section 1.27: REIMBURSEMENT PROCEDURES AND PAYMENT, will lapse on that date unless specifically reappropriated in an enacted Capital Budget. The BOARD will make all necessary efforts to seek reappropriation of funds into the declared BIENNium. If funds are so reappropriated, the BOARD'S obligation under the terms of this Subaward shall be contingent upon the terms of such reappropriation.

1.24 RECAPTURE PAYMENT AND COSTS

In addition to the provisions in General Term 2.28, if the Subrecipient fails to expend state funds in accordance with state law and/or the provisions of this Subaward, the BOARD reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Subrecipient of state funds under this recapture provision shall occur within thirty (30) days of demand. If proposed the BOARD is required to institute proceedings to enforce this recapture provision, the BOARD shall be entitled to its cost thereof, including reasonable attorney's fees.

1.25 REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Subaward Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the BOARD, and shall meet and renegotiate the Contract Agreement accordingly.

1.26 REIMBURSEMENT PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Subaward is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Thereafter, subject to the availability of funds, warrants shall be issued to the Subrecipient for reimbursement of allowable expenses incurred by the Subrecipient while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the Subrecipient for eligible project expenditures up to the maximum funding amount under this Subaward, as identified in Section 1.9. When requesting reimbursement for costs incurred, the Subrecipient shall complete a digital Invoice Voucher (Form A-19) referencing the SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Subrecipient with authority to bind the Subrecipient.

Requests for reimbursements for costs related to construction activities will not be accepted until the Subrecipient provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.10, and
- Signed BOARD Notice of Subaward Award and Notice to Proceed, which follows the formal award of a construction Subaward.

The Subrecipient shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Broadband Construction Handbook, monthly and at least quarterly.

When requesting reimbursement for expenditures made, Subrecipient shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Subrecipient has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

The BOARD will pay the Subrecipient upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD.

If the Subrecipient receives funding in the form of both a grant and a loan, the Subrecipient shall bill to the loan and grant equally until and if one of the funds are exhausted at which time the remaining funds will be expensed.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be disbursed electronically to the Subrecipient.

The BOARD may, at its sole discretion, terminate the Subaward or withhold payments claimed by the Subrecipient for services rendered if the Subrecipient fails to satisfactorily comply with any term or condition of this Subaward.

No payments in advance or in anticipation of services or supplies to be provided under this Subaward shall be made by the BOARD.

BOARD funds are disbursed on reimbursement only basis for eligible costs within the approved Project's scope of work. BOARD funds will be reimbursed and Subrecipient's matching funds must be expended by Subrecipient in the amounts and as identified on the Declarations Page.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of Project completion report.

BOARD will not pay for Project costs overruns.

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

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

1.27 REPAYMENT (NOT APPLICABLE)

Repayment of the loan under this Subaward shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Subrecipient. The final payment shall be on or before the **Subaward END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero (0).

Loan repayment installments are due on the day and month identified under the term "**PAYMENT MONTH**" on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Subaward execution. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the PAYMENT MONTH. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

In the event that the BOARD approves the Subrecipient's request for a new system deferral as outlined in Section 1.27, then the first loan repayment is due twenty-four (24) months after Subaward execution. Interest still accrues on any warrants issued during the deferral period. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the PAYMENT MONTH. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Subrecipient has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Subrecipient will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce or its successor.

1.28 **REPORTS**

The Subrecipient shall furnish the BOARD with:

- A. Monthly Project Progress Reports;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at Project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the Project;
- E. Other reports as the BOARD may require, to include but not limited to: Project description; Project location(s); Project start and end date; Project status; Project expenditures; number of households, businesses, and anchor institutions to be served; location of communities to be served; and description of how equity and community engagement activities informed Project selection and design.
- F. All recipients are required to submit Project and expenditure reports and annual performance reports as specified in U.S. Department of the Treasury guidance.

1.29 **SPECIAL CONDITIONS**

If additional special conditions are listed on the Subaward Declarations Page then those conditions are herein incorporated as part of the terms and requirements of this Subaward.

Direct Recipients of CPF Grants are responsible for ensuring that sub recipients comply with the statutory and regulatory requirements and the terms and conditions established by Treasury's CPF guidance, found here: <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>.

If the Subrecipient is not the retail service provider for the Project, then the Subrecipient must have a contractual commitment with at least one internet service provider.

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

1.30 SUB-CONTRACTOR DATA COLLECTION

Subrecipient will submit monthly progress reports, in a form and format consistent with the template to be provided by the Board and regarding work under this Subaward performed by sub-contractors and the portion of the Subaward funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.31 TERMINATION FOR CONVENIENCE (IF APPLICABLE)

The BOARD may terminate this Subaward in the event that state or federal funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Subaward. Termination will be effective when the BOARD sends written notice of termination to the Subrecipient. Nothing in this section shall affect the Subrecipient's obligation to repay the unpaid balance of the loan.

In lieu of termination for convenience, this Subaward may be amended to reflect limitations and conditions of funding in appropriations of state funds available for this Subaward.

These terms supersede the terms in Section 2.45 Termination for Convenience.

1.32 TRIBAL HIRING PREFERENCE AND EMPLOYMENT PRACTICES

The Subrecipient may give preference in its hiring and employment practices to members of the Subrecipient, or other tribes, who have met all requirements for that position, including, state requirements, and as may be provided by tribal laws and policies.

1.33 REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Subaward, the Subrecipient accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid UEI Number is required. The Subrecipient is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Subrecipient must remain registered in the SAM database after the initial registration. The Subrecipient is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Subrecipient shall provide evidence documenting registration and renewal of SAM registration to the BOARD.

In the event of the Subrecipient's noncompliance or refusal to comply with the requirement stated above, the BOARD reserves the right to suspend payment until the Subrecipient cures this noncompliance.

Part 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the BOARD Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "BOARD" shall mean the Washington State Public Works BOARD created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Subaward
- C. "Contractor" or "Subcontractor": Firm selected through a competitive procurement process and is paid ARPA CPF funds by the Recipient (PWB) in compensation for specific services and not in the employment of the Subrecipient, who is performing all or part of those services under this Subaward under a separate contract with the Contractor.
- D. "Commerce" shall mean the Department of Commerce.
- E. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- F. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- G. "Construction labor" does not include work typically performed by employees of the Subrecipient, unless the employee is hired solely and specifically to perform construction labor for the awarded Project.
- H. "Construction management and observation" is on-site management and/or supervision of the work site and workers thereon. This is an eligible Project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the Subrecipient, unless the employee is hired solely and specifically to perform on-site construction management as defined above.
- I. "Costs":
 - a. "Costs associated with salaries and benefits" may not be used for operating expenses, which includes expenses once the capital project is completed.
 - b. "Costs directly associated with property acquisition" include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.
- A. "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.
- B. "STATE" shall mean the state of Washington.
- C. "TRIBAL LAW" means the resolutions, law, codes, and/or ordinances enacted by the Subrecipient executing this Subaward, and any of the Subrecipient's tribal court decisions interpreting the same. All references in this Subaward to tribal law shall include any

successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

2.2 ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Subaward based on an allocation plan that reflects allowable administrative costs that support services provided under each Subaward administered by the Subrecipient. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3 ALLOWABLE COSTS

Costs allowable under this Subaward are actual expenditures according to an approved budget up to the maximum amount stated on the Subaward Award or Amendment Face Sheet and Declarations.

2.4 ALL WRITINGS CONTAINED HEREIN

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

2.5 AMENDMENTS

This Subaward 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.

2.6 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 (not applicable to Tribes)

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

2.7 APPROVAL

This Subaward shall be subject to the written approval of the BOARD and shall not be binding until so approved. The Subaward may be altered, amended, or waived only by a written amendment executed by both Parties.

2.8 ASSIGNMENT

Neither this Subaward, nor any claim arising under this Subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the BOARD.

2.9 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subaward, in the event of litigation or other action brought to enforce Subaward terms, each Party agrees to bear its own attorney's fees and costs.

2.10 BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant or loan is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this Subaward shall be established as follows:

- A. Subrecipient purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. Subrecipient purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

2.11 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.12 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Subrecipient by the BOARD that is designated as "confidential" by the BOARD;
 - 2. All material produced by the Subrecipient that is designated as "confidential" by the BOARD; and
 - 3. All personal information in the possession of the Subrecipient that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Subrecipient shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subrecipient shall use Confidential Information solely for the purposes of this Subaward and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Subrecipient shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subrecipient shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Subaward whenever the BOARD

reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subrecipient shall make the changes within the time period specified by the BOARD. Upon request, the Subrecipient shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Subrecipient against unauthorized disclosure.

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

2.13 CONFORMANCE

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

2.14 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the Subrecipient terminate this Subaward if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Subrecipient or any private action that would constitute such violation if undertaken by a state officer or employee, in the procurement of, or performance under this Subaward.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. The Subrecipient and their Subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the BOARD's Broadband Program including but not limited to formulating or drafting the legislation, participating in grant or loan procurement planning and execution, awarding grant or loans, and monitoring loans, during the twenty-four (24) month period preceding the start date of this Grant or Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the BOARD that a conflict of interest exists, the Subrecipient may be disqualified from further consideration for the award of a Grant or Loan.

In the event this Subaward is terminated as provided above, the BOARD shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the Subaward by the Subrecipient. The rights and remedies of the BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Subaward.

2.15 COPYRIGHT

Unless otherwise provided, all Materials produced under this Subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD 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 Subrecipient hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD 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 Subaward, but that incorporate pre-existing materials not produced under the Subaward, the Subrecipient hereby grants to the BOARD 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 Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Subrecipient shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Subaward, 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 Subaward. The Subrecipient shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any Materials delivered under this Subaward. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subrecipient.

2.16 DISALLOWED COSTS

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

In no event shall the total BOARD loan and/or grant exceed one hundred percent (100%) of the eligible actual Project costs. At the time of Project completion, the Subrecipient shall submit to the BOARD a Project Completion Amendment certifying the total actual Project costs and local share. The final BOARD disbursement shall bring the total loan/grant to the lesser of one hundred percent (100%) of the eligible Project costs or the total declared funding under this Subaward. The Project Completion Amendment shall serve as an amendment to this Subaward determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Subrecipient has received BOARD monies in excess of one hundred percent (100%) of eligible costs, all funds in excess of one hundred percent (100%) shall be repaid to the BOARD by payment to the BOARD, or its successor, together with the submission of the Project Completion Amendment.

2.17 DISPUTES

Except as otherwise provided in this Subaward, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the Parties;
- state the Subrecipient's name, address, and Subaward number; and

- mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the Parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the BOARD Chair or the BOARD Chair's designee and the requestor within five (5) working days.

The BOARD Chair or designee shall review the written statements and reply in writing to both Parties within ten (10) working days. The BOARD Chair or designee may extend this period if necessary by notifying the Parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Subaward shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.18 DUPLICATE PAYMENT

The Subrecipient certifies that work to be performed under this Subaward does not duplicate any work to be charged against any other Subaward, SUBCONTRACT, or other source.

2.19 GOVERNING LAW AND VENUE

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

2.20 INDEMNIFICATION

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the State and all officials, agents and employees of the State, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Subaward. "Claim" as used in this Subaward, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Subrecipient's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officers.

The Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Subrecipient's or any Subcontractor's performance or failure to perform the Subaward. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.21 INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The Parties intend that an independent Subrecipient relationship will be created by this Subaward. The Subrecipient and its employees or agents performing under this Subaward are not employees or agents of the state of Washington or the BOARD. The Subrecipient will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subrecipient.

2.22 INDUSTRIAL INSURANCE COVERAGE

The Subrecipient shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Subrecipient the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the BOARD under this Subaward, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

2.23 INSURANCE

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient or Subcontractor, or agents of either, while performing under the terms of this Subaward. Failure to maintain the required insurance coverage may result in termination of this Subaward.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall instruct the insurers to give BOARD thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Subrecipient shall submit to the BOARD within fifteen (15) calendar days of a written request by BOARD, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subaward, if required or requested, the Subrecipient shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subaward, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subaward activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any SUBCONTRACTORS provide adequate insurance coverage for the activities arising out of SUBCONTRACTS.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Subaward shall be \$2,000,000 or the highest of planned reimbursement for the Subaward period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the BOARD as beneficiary.
- A. SUBCONTRACTORS that receive \$10,000 or more per year in funding through this Subaward shall secure fidelity insurance as noted above. Fidelity insurance secured by SUBCONTRACTORS pursuant to this paragraph shall name the Subrecipient and the Subrecipient's fiscal agent as beneficiary.
- B. The Subrecipient shall provide, at BOARD's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that BOARD will be provided thirty (30) days advance written notice of cancellation.

2.24 Subrecipients and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from BOARD, the Subrecipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from BOARD, the Subrecipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Subrecipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third Parties as additional insured.

Subrecipient shall provide annually to BOARD a summary of coverages and a letter of self-insurance, evidencing continued coverage under Subrecipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Subaward.

2.25 LAWS

The Subrecipient shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Prevailing wages on public works, Chapter 39.12 RCW.
- I. Public records act, Chapter 42.56 RCW.
- J. State Executive Order 05-05 Archaeological and Cultural Resources.

2.26 LICENSING, ACCREDITATION AND REGISTRATION

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

2.27 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subaward.

2.28 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Subrecipient shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.29 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Subaward, the Subrecipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Subrecipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Subaward may be rescinded, canceled or terminated in whole or in part, and the Subrecipient may be declared ineligible for further CONTRACTs with the BOARD. The Subrecipient 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.

2.30 PAY EQUITY

The Subrecipient agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Subrecipient may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subaward may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Subrecipient is not in compliance with this provision.

2.31 POLITICAL ACTIVITIES

Political activity of Subrecipient employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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

2.32 PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Subrecipient which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Subaward, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Subrecipient's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). 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. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).

2.33 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

2.34 PUBLICITY

The Subrecipient agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.35 RECAPTURE

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

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

2.36 RECORDS MAINTENANCE

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

Subrecipient shall retain such records for a period of six (6) years following the date of the period of the use agreement. At no additional cost, these records, including materials generated under the Subaward, shall be subject at all reasonable times to inspection, review or audit by BOARD, personnel duly authorized by BOARD, 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 finally resolved.

2.37 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subrecipient shall complete registration with the Washington State Department of Revenue.

2.38 RIGHT OF INSPECTION

At no additional cost all records relating to the Subrecipient's performance under this Subaward shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Subaward. The Subrecipient shall provide access to its facilities for this purpose.

2.39 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 Subaward and prior to normal completion, the BOARD may terminate the Subaward under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Subaward may be amended to reflect the new funding limitations and conditions.

2.40 SEVERABILITY

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

2.41 SUBCONTRACTING

The Parties acknowledge and agree that Subrecipient may undertake all or part of the work under this Subaward through SUBCONTRACTORS. Subrecipient shall be solely responsible for the selection and management of SUBCONTRACTORS.

If Subrecipient engages in subcontracting, the Subrecipient shall maintain written procedures related to subcontracting, as well as copies of all SUBCONTRACTS and records related to SUBCONTRACTS. For cause, the BOARD in writing may: (a) require the Subrecipient to amend its subcontracting procedures as they relate to this Subaward; (b) prohibit the Subrecipient from subcontracting with a particular person or entity; or (c) require the Subrecipient to rescind or amend a SUBCONTRACT.

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

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

2.42 SURVIVAL

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

2.43 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subrecipient's income or gross receipts, any other taxes, insurance or expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

2.44 TERMINATION FOR CAUSE

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

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

BOARD reserves the right to suspend all or part of the Subaward, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BOARD to terminate the Subaward. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (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 BOARD provided in this Subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.45 TERMINATION FOR CONVENIENCE

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

2.46 TERMINATION PROCEDURES

Upon termination of this Subaward, BOARD, in addition to any other rights provided in this Subaward.

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

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

- A.** Stop work under the Subaward 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 Subaward that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subrecipient under the orders and SUBCONTRACTS so terminated, in which case the BOARD 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 the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Subaward had been completed, would have been required to be furnished to the BOARD;
- 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 Subaward, which is in the possession of the Subrecipient and in which the BOARD has or may acquire an interest.

2.47 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this Subaward, shall pass to and vest in BOARD upon delivery of such property by the Subrecipient

- A. Any property of the BOARD furnished to the Subrecipient shall, unless otherwise provided herein or approved by the BOARD, be used only for the performance of this Subaward.
- B. The Subrecipient shall be responsible for any loss or damage to property of the BOARD that results from the negligence of the Subrecipient or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
- C. If any BOARD property is lost, destroyed or damaged, the Subrecipient shall immediately notify the BOARD and shall take all reasonable steps to protect the property from further damage.
- D. The Subrecipient shall surrender to the BOARD all property of the BOARD prior to settlement upon completion, termination or cancellation of this Subaward.

All reference to the Subrecipient under this clause shall also include Subrecipient's employees, agents or SUBCONTRACTORS.

2.48 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 Subaward unless stated to be such in writing and signed by Authorized Representative of the BOARD.

2.49 WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT A: PROJECT SCOPE OF WORK

Funds awarded under this contract will be used for capital expenditures for the Clallam County Broadband Project.

Design and construct mid-mile infrastructure along a small portion of Hwy 101 and Hwy 112 that will bring access to approximately 1,600 premises overall; for this specific project phase, approximately 36 miles of fiber will be constructed to provide approximately 640 homes with access to broadband service.

The location of the Project is: This project will be located west of Port Angeles and north of Elwha in Clallam County. The project is expected to be along the Strait of Juan de Fuca Highway.

Milestones:

Milestone Deliverable	Estimated Completion Quarter
Broadband Manager	Q4 2024
RFP – Project Design	Q2 2023
RFP – Construction	Q3 2023
Permitting	Q4 2023
Material Procurement	Q1 2024
Construction	Q4 2024
Testing	Q4 2024

The project activities may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, construction or project management, bid documents, and construction.

This Project will deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speed of 100 Mbps. If it will be impracticable to do so for reason articulated in the application submitted to PWB, such as geography, topography, and/or excessive cost, the Project will be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and is scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

Subrecipient will require that any service provider for a completed Broadband Infrastructure Project participate in federal program that provides low-income customers with subsidies on broadband internet access services. Subrecipient will require completed service offerings funded by the award to allow subscribers in the service area to utilize the Federal Communications Commission's Affordable Connectivity Program (ACP) and further agrees that it will require that any service provider for a completed Broadband Infrastructure Project will participate in ACP for the duration of the ACP or until the date the broadband Infrastructure Project funded by this award is no longer in use.

This Project is expected to be complete by December 31, 2024.

The Project must meet all applicable Local, State, and/or Federal standards.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

Subrecipient SIGNATURE, TITLE

DATE

ATTACHMENT B: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Public Works Board	\$4,525,174
Other Grants		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$4,525,174

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Subrecipient, by its signature, certifies that Project funding from sources other than those provided by this Subaward Agreement and identified above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Subaward Agreement, as of the date and year written below. The Subrecipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for the BOARD review upon reasonable request.

Subrecipient SIGNATURE, TITLE

DATE

ATTACHMENT C: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

Subrecipient: Clallam, County of

Contract Number: PBC22-96104-009

Project Title: Clallam County Broadband Project

The Subrecipient, by its signature below, certifies that all Subrecipient and SUBCONTRACTORS performing work on the Project as described in Attachment A: SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Subaward, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Subrecipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Subrecipient for the purpose of construction, applicable State Prevailing Wages must be paid.

The Subrecipient, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

Signature

Name

Title

Date

ATTACHMENT D: CERTIFICATION OF INTENT TO REVIEW AND COMPLY WITH TREASURY'S CORONAVIRUS CAPITAL PROJECTS FUND ENVIRONMENTAL CHECKLIST

The Subrecipient, by its signature, certifies that the [Treasury's Coronavirus Capital Projects Fund Environmental Checklist](#) has been reviewed and Subrecipient identifies applicable environmental laws and performs proper due diligence to ensure their Project complies with all applicable laws.

Subrecipient must retain records, permits, and documentation necessary to evidence compliance with all environmental requirements.

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, as of the date and year written below.

SUBRECIPIENT SIGNATURE, TITLE

DATE

ATTACHMENT E: DEBARMENT CERTIFICATION

DEBARMENT

- A. Subrecipient, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Subaward, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Subaward had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Subrecipient is unable to certify to any of the statements in this Subaward, the Subrecipient shall attach an explanation to this Subaward.
- C. The Subrecipient agrees by signing this Subaward 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 the BOARD.
- D. The Subrecipient further agrees by signing this Subaward that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Subrecipient certifies, by signing this Subaward that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Subrecipient is unable to certify to any of the statements in this Subaward, such Subrecipient shall attach an explanation to this Subaward.

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. You may contact the BOARD for assistance in obtaining a copy of these regulations.

CERTIFICATION – DISBARMENT

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

Subrecipient SIGNATURE, TITLE

DATE

ATTACHMENT F: ATTORNEY CERTIFICATION

PUBLIC WORKS BOARD FEDERAL BROADBAND CONSTRUCTION PROGRAM

Subrecipient: Clallam, County of

Subaward Number: PBC22-96104-009

I, Bert Dee Boughton, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Clallam, County of (the Subrecipient); and

I have also examined any and all documents and records which are pertinent to the Subaward, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Subrecipient is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to Subaward with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Subrecipient is empowered to accept the BOARD financial assistance.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities Project.

DocuSigned by:

Bert Dee Boughton

Signature of Attorney

12/5/2022 | 10:02 AM PST

Date

Bert Dee Boughton

Name

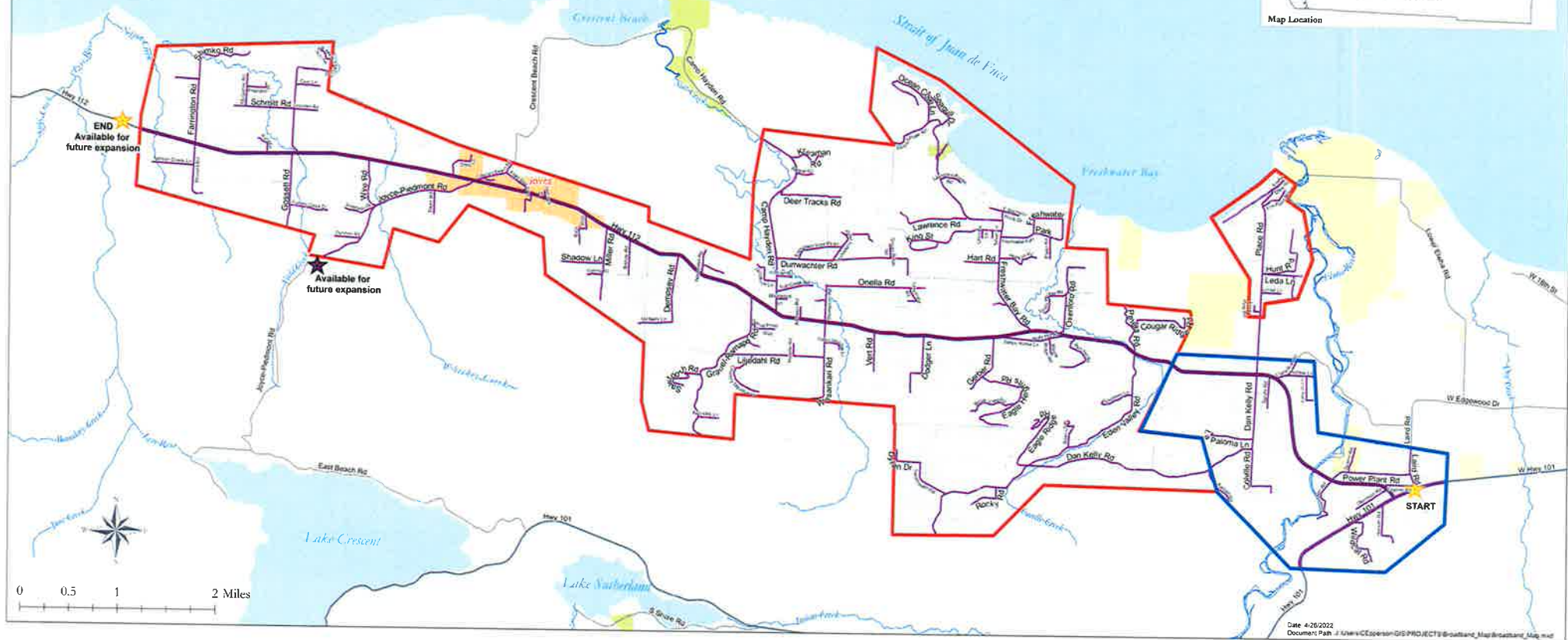
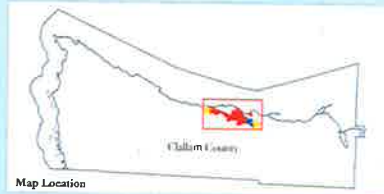
Address

Address



Broadband Project Areas in Clallam County

- WSBO Area
- PWB Area
- Joyce Urban Growth Area
- Parcels within Broadband Project Areas
- Start/End of Project
- Middle Mile
- Last Mile
- Other roads
- Hwy
- Main
- Tribal & public ownership
- State & County Parks
- Dept. of Natural Resources
- Tribal Land





15

AGENDA ITEM SUMMARY

DEC 12 2022

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12-12-22**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Stormwater Discharge to the Strait project is nearing completion. We are presenting you with the results. The project had been selected for Ecology and EPA NEP funding by members of the Strait ERN. There are three main goals of the project:

- Identify and prioritize stormwater discharge sites into the Strait of Juan de Fuca
- Conduct field assessments, create an inventory, and complete GIS analysis for discharge sites
- Develop conceptual designs and cost estimates for low-impact development retrofits

Clallam County with NOPLÉ's assistance conducted the field work on the project and visited over 400 stormwater discharge sites along the Strait. AHBL, our selected engineering consultant, prioritized the sites and provided conceptual design for retrofitting five of the sites using mostly Low Impact Development (LID) techniques.

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 no budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
No action is required.

County Official signature & print name: Joe Donisi 

Name of Employee/Stakeholder attending meeting: Carol Creasey

Relevant Departments: Public Works

Date submitted: December 7, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Stormwater Discharge(12-07-22)
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



AGENDA ITEM SUMMARY

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

Document was submitted after the agenda and packet were posted on

Item 17 added 12/8/22

1.7
12/12/22
49

Department: BOCC

WORK SESSION ☒ Meeting Date: 12/12/22

REGULAR AGENDA ☒ Meeting Date: 12/13/22

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on December 27, 2022

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐
See attached form.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2022

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Public Works – Roads – Restoring budget authority in expenditure lines that were inadvertently reduced during the budget reduction process on December 6, 2022/\$985,560

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

1. A public hearing on the debatable emergencies listed above will be held December 27, 2022 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 13th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: December 16, 2022

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DEC 08 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 12.08.22 ✓

Budget Hearing/Meeting Date: 12.27.22 ✓

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

— **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

— **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	10101.611 ✓	Budget Name	PW - Roads ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	50800.00.0000 ✓	Ending Fund Balance	\$985,560
Total				\$985,560 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	59520.41.7777 ✓	PW – Other Services and Charges	\$193,000
10101.611 ✓	PW – Roads ✓	59590.41.7777 ✓	PW – Other Services and Charges	\$485,000
10101.611 ✓	PW – Roads ✓	54260.31.7777 ✓	PW – Supplies	\$77,560
10101.611 ✓	PW – Roads ✓	54350.31.7777 ✓	PW – Supplies	\$20,000
10101.611 ✓	PW – Roads ✓	54440.41.7777 ✓	PW – Other Services and Charges	\$50,000
10101.611 ✓	PW – Roads ✓	54490.41.7777 ✓	PW – Other Services and Charges	\$30,000
10101.611 ✓	PW – Roads ✓	59510.41.7777 ✓	PW – Other Services and Charges	\$130,000
Total				\$985,560 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Restoring budget authority in expenditure lines that were inadvertently reduced during the Budget Reduction process on 12/06/22.

County Official Approval:

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

Joe Donisi

[Signature]



AGENDA ITEM SUMMARY
(Must be submitted NLT 3PM Wednesday for next week agenda)
DEC 10 2022

Department: Finance

WORK SESSION ☒ Meeting Date: 12/12/2022

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

NOVEMBER 2022 REVIEW OF FINANCIAL RESULTS AND REVISED PROJECTION FOR 2022—EXECUTIVE SUMMARY:

November 2022 YTD General Fund Results

The November YTD General Fund Financial Review compared to the same period in 2021 is attached along with comparison to the original budget for 2022 and a revised annual projection for 2022.

YTD November 2022 General Fund Revenue totaled \$40,185k as compared to \$39,830k in 2021, representing a increase of \$356k. Excluding YTD COVID related reimbursements of \$181k in 2022 and \$640k in 2021, YTD non-COVID revenues increased of \$814k or (2.1%) from prior year. YTD expenditures in November were \$44,465k (which includes \$93k of COVID-related costs) as compared to \$38,128k in 2021 (which includes \$776k of COVID-related costs) for an overall increase of \$6,337k, and a non-COVID increase of \$7,020k or 18.8%. Excluding COVID-related revenues/expenditures, the General Fund generated an operating deficit of (\$4,368k), as compared to a surplus of \$1,837k in November 2021, a decrease of \$6,205k. Including COVID-related activity, the General Fund generated an operating deficit for YTD November 2022 of (\$4,279k). The General Fund finished November with an ending Fund Balance reserve of \$11,250k, or \$4,976k lower 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.

* Work Session Meeting - Submit 1 single sided/not stapled copy	Agenda Item Summary How Did We Do--November 2022
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)	Revised: 3-04-2021

REVENUES

November 2022 YTD Revenues came in at 85.8% of our annual revenue budget, trailing 97.3% in 2021. Year-over-year decreases were seen in several categories, with the exception of Taxes, Charges for Goods & Services, Miscellaneous Revenues, Other Financing Sources, and Transfers In.

Taxes YTD thru November continue to lag as % budget in November, coming in at 96% as compared to last year's 105.8%, which was driven mainly due to the exceptionally high retail sales tax growth seen in 2021 that led to significant outperformance to budget last year. If one adjusts for this by comparing YTD November 2021 tax revenue to total actual tax revenue for the 2021 calendar year, YTD November 2021 Taxes were at approximately 95%, which is in line with November YTD 2022 pacing to budget. Sales taxes growth continued to moderate in 2022 compared to the double-digit growth seen in 2021, growing at 11.5% in November which is moderately better than the prior two consecutive months' growth of 2.8-4%, and in line with the 5% growth we expected for this year. For the year, we are still pacing up year-to-date +10.4% YTD compared to last year (largely due to audit-related prior year sales taxes collected early this year).

Licensing & Permits were down for November YTD (at 90.4% of budget vs 98.3% in prior year), mainly as a result of a decline in building permit revenue which is down 9.1% to prior year.

Intergovernmental Revenue stood at 76.1% of budget (vs. 105.2% in 2021) mainly due to the delayed timing of receipt of the \$1.255 million in ARPA Section 605 Local Assistance and Tribal Consistency funding budgeted in 2022, which has been delayed pending finalization of Treasury guidance to counties.

Charges for Goods & Services stood at 78.8% of budget (as compared to 107.9% in prior year) and were up \$37k to prior year mainly due to timing of payments received under our court services interagency agreements and by lower pacing Department of Correction jail bed revenues (down \$160k or 65.4% to prior year) due to continued reduced jail occupancy, and a 29.3% or \$133k decline in building plan revenues YTD thru November as offset by higher election services revenues received to-date.

Fines & Penalties also were pacing behind budget compared to prior year (77.1% vs 100.1%) due to 31.5% and 14.6% declines in District Court 1 and District Court 2 infraction revenue to last year.

Misc Revenue is pacing ahead of last year relative to budget vs last year (106.7% vs 92.6%) due mainly the Fair revenues from 2022 as offset by the continued drop in investment interest income since the latter half of 2021, and a modest drop off in camping fee reservations YTD relative to last year's unusually strong bookings driven by COVID restrictions that have since lifted and a delay in implementing camping fee increases originally planned in 2022.

Non Revenues, consisting of sales, use, and lodging tax collected by Parks, Fair & Facilities for the state, are also down considerably to last year as a result in a change in the accounting for these funds outside of the General Fund that occurred at the end of 2021 but which was not reflected in the 2022 budget.

COVID/FEMA reimbursement revenue of \$181k has been received thus far in 2022, as compared to \$640k rec'd at this time last year.

* 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)

EXPENDITURES

Expenditures (excluding COVID) for November 2022 YTD came in at 85.8% of our annual budget, pacing ahead of last year's of 85%. All expenditure categories except Transfers Out are pacing or below their pacings to budget in comparison with prior year. The year-over-year \$7,020k increase in non-COVID expenditures was mainly due to increases in **(1)** Payroll (up \$1,204k or 6.2%) and Benefits (up 366k or 4.6%) driven by the step/COLA increases, additional pay resulting from last year's renewal of County collective bargaining agreements, and staffing changes, **(2)** a \$4,201k increase in Transfers Out due to higher transfers made to Lower Dungeness Floodplains (\$3,124), Dungeness Off Channel Reservoir (\$104k), IT Capital Projects (\$273k), Parks & Facilities Capital Projects (\$663k), and Local Crime Witness (\$77k), as offset by lower Transfers Out relating to Bullman Beach (\$75k), Flood Control (\$61k), and HHS (\$262k lower due to funding provided last year to support the Serenity House expansion project), **(3)** a \$129k budgeted increase in Payment to the Risk Management Fund for higher risk pool insurance costs, and **(4)** increases in Services and Supplies costs of \$792k and \$204, respectively, with the increase in Services mainly due to \$47k in higher professional services costs related to CBG broadband and cable franchise renewal work, higher coroner, Jail-Medical and Superior Court professional services, higher repairs & maintenance costs (\$246k, of which \$186k is due to the Microsoft Office 365 implementation), higher travel (\$102k) and communications costs (\$38k), as offset by decreases in Taxes (\$79k), and \$363k in higher Indirect Charges assessed by the General Fund.

2022 PROJECTION—GENERAL FUND

Turning to the forecast, revenue and expenditure forecasted for 2022 have been updated from our last forecast, as follows:

PROJECTED REVENUES-- General Fund total revenues are projected to total \$44,494k, a decrease of \$2,318k over the 2022 budget and a decrease of \$177k from our last forecast. This is reflective of several changes made as follows:

Taxes--are now projected to exceed budget by \$373k, which is a \$146k increase from our last forecast. This budget outperformance is mainly due to \$412k or 3.4% in higher than expected sales tax revenues, representing 8.1\$% growth over 2022. While sales tax growth had slowed considerably during much of 2022 to low single-digit growth, the months of October & November delivered unexpected growth of 13% & 11% respectively, which resulting in the raising of our forecast for the year. While we expect to marginally miss our timber excise tax budget, all other non-sales tax revenues are forecasted to be consistent with the 2022 budget at this time.

License & Permits—projected to slightly miss budget by \$84k or 8%, mainly due to projected shortfalls in Building Permit revenues.

Intergovernmental—currently projected to beat budget by \$200k or 2.8%, assuming \$1.255 million of Local Assistance & Tribal Consistency Funds are received in December.

Goods & Services -- are now expected to miss budget by (\$625k) due to a \$300k reduction in Jail bed usage by the Department of Corrections, \$133k in lower pacing building plan revenues, \$100k in lower Environmental Health Onsite & Food Service fees, & \$125k in lower Roads Chain Gang charges, as offset by \$70k in higher Election Services revenues.

* Work Session Meeting - Submit 1 single sided/not stapled copy
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Agenda Item Summary How Did We Do--November 2022
Revised: 3-04-2021

Fines & Penalties-- are now forecasted to underperform budget by \$141k or -16.9% based on 15%-32% declines seen in DC1 and DC2 infraction fines & penalties observed thus far this year.

Miscellaneous Revenue-- is projected to outperform budget by \$346k or 19.4% based on the higher than expected Fair revenue and higher investment interest income due to a sharper rebound in interest rates than expected, as partly offset by lower parks camping revenues resulting from a decline camping bookings as compared to the extraordinarily strong bookings seen in 2021 and a delay in implementing budgeted campground fee rate increases, and lower DCD Puget Sound Partnership Agreement Revenue.

Timber Revenues are expected to fall short of budget by \$163k or 22% based on recent revised timber forecasts received from the DNR.

Non Revenues have been reduced -\$75k to reflect a change in the accounting of sales, use and lodging tax funds collected by the Parks, Fair and Facilities department from the operation of the County's campgrounds (note that this revenue reduction is offset by a similar decrease in forecasted Services expenditures, making this a cash flow neutral change to the General Fund).

Transfers In are now projected to be \$2,030k lower than budget due a deferral of return of working capital from other major projects including the Lower Dungeness Floodplains and Dungeness Off-Channel Reservoir due to the timing of project expenditures and grant reimbursements as offset by the unbudgeted return of \$370k of funding to the General Fund from assistance provided in 2021 to Serenity House in support of a shelter expansion project during COVID.

PROJECTED EXPENDITURES-- General fund expenditures (excluding COVID/FEMA-related costs) are projected to total \$48,120k, a \$156k decrease from our last forecast and underspending to our budget by \$3,584k driven by savings forecasted primarily in Payroll, Benefits, Supplies, Services, and Transfers Out as described below:

Payroll and Benefits--of this projected underspend to budget, approximately \$2,703k 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 4-5% annually, as well as higher than average open positions in the Sheriff Jail, Juvenile Services, and other areas. This amount of projected savings in payroll and benefits is compares favorably with the \$1,732k placeholder estimated savings discussed during the presentation of our 2022 budget.

Supplies & Services--based on trends, non-COVID Supplies are projected to come in \$253k below budget, while Services are projected to come in \$575k below budget. The underspend in Services is partly due to the \$75k decrease in sales, use and lodging tax costs due to the change in accounting for such costs discussed earlier where such payments to the State are no longer paid from the General Fund, and trend-based savings observed in multiple areas thus far this year, and in professional services, travel, and other areas.

Transfers Out are now forecasted \$45k lower than budget (and \$0 change from our last forecast) due to lower transfers to the PFF Capital Projects fund due to delays in the EOC Relocation project

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

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

Agenda Item Summary How Did We Do--November 2022

Revised: 3-04-2021

(\$1mil), Dungeness Off-Channel Reservoir (\$396k), as mostly offset by higher transfers made to Lower Dungeness Floodplain project.

COVID-related facility mitigation costs totaling \$93k are reflected in this forecast, which assumes COVID mitigation costs continue through the end of the 3rd quarter and are expected to be mainly reimbursed under the FEMA grant.

All other cost categories are forecasted at or near their 2022 budget amounts at this time.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, we are projecting a General Fund operating deficit (excluding COVID related revenues/costs) of (\$3,807k) for 2022, which is \$1,385k better than our 2022 budgeted deficit of (\$5,192k) and a \$21k decrease since our last forecast. When including a COVID-related surplus of \$88k, our overall General Fund deficit for 2022 is expected to total (\$3,719k), as compared to a budgeted deficit of (\$4,892k).

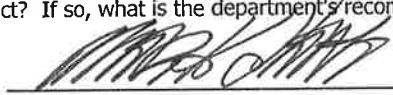
PROJECTED ENDING FUND BALANCE--\$11,810k, or 24.5% of forecasted non-COVID expenditures, as compared to \$10,637k budgeted based on final 2021 results.

Risk Factors NOT Currently Reflected in this Forecast:

- **ARPA Section 605 Local Assistance and Tribal Consistency Funds**-- It is worth noting that no changes have yet been made to our Intergovernmental revenue forecast to reflect any changes in the budgeted additional \$1.255 million in ARPA Section 605 "Local Assistance and Tribal Consistency" funds allocated to the County by the federal government. Guidance and dollar figures for the county-related portion of this funding have been published, but it has not yet been received. Due to a delay in processing of our County's SAM renewal due to unexpected technical difficulties, receipt of these funds have been delayed. While we believe these issues are now resolved, it is possible that these funds may spill over and not be received until January 2023.
- **Transfers In/Out for the Lower Dungeness Floodplain Project**—the County has been evaluating the financing needs related to the levy removal and replacement work for the Lower Dungeness Floodplain project. While it appears the amounts appropriated within this project are sufficient to fund this work, the timing and amount of work being done related to this phase has impacted the amounts budgeted and currently forecasted for Transfers In and Transfers Out to and from the General Fund. Transfers back to the General Fund have been deferred until 2023. Recent additional costs related to higher than expected hydrocarbon environmental costs concerning Towne Road may result in \$250-300k in lower transfer back to the General Fund in 2023.

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

County Official signature & print name:  Mark Lane

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary How Did We Do--November 2022
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2021

Name of Employee/Stakeholder attending meeting: ____Mark Lane, Rebecca Turner____

Relevant Departments: _____Finance_____

Date submitted:
December 7, 2022

Clallam County General Fund Results November 2022

REVENUE--November 2022 YTD Revenue totaled \$40,185k as compared to \$39,830k in 2021, representing an increase of \$356k. November 2022 YTD Revenues came in at 85.8% of our annual revenue budget, trailing 97.3% in 2021. If one excludes CARES/FEMA reimbursements, revenue was at 86% of budget (vs 96.5% in 2021), and increased \$814k or (2.1%) from prior year. Year-over-year decreases were seen in several categories, with the exception of Taxes, Charges for Goods & Services, Miscellaneous Revenues, Other Financing Sources, and Transfers In. Taxes YTD thru November continue to lag as % budget in November, coming in at 96% as compared to last year's 105.8%, which was driven mainly due to the exceptionally high retail sales tax growth seen in 2021 that led to significant outperformance to budget last year. If one adjusts for this by comparing YTD November 2021 tax revenue to total actual tax revenue for the 2021 calendar year, YTD November 2021 Taxes were at approximately 95%, which is in line with November YTD 2022 pacing to budget. Sales taxes growth continued to moderate for much of 2022 compared to the consistent double-digit growth seen in 2021, although growing at 11.5% in November which is better than the prior two consecutive months' growth of 2.8-4%, and above the 5% growth we expected for this year. For the year, we are still pacing up year-to-date +10.4% YTD compared to last year (largely due to audit-related prior year sales taxes collected early this year and strong sales tax growth in October and November of 13% and 11%). Licensing & Permits were down for November YTD (at 90.4% of budget vs 98.3% in prior year), mainly as a result of decline in building permit revenue which are down 9.1% to prior year. YTD Intergovernmental Revenue stood at 78.8% of budget (vs. 107.9% in 2021) mainly due to the delayed timing of receipt of the \$1.386 million in ARPA Section 605 funding budgeted in 2022. Charges for Goods & Services stood at 81.4% of budget (as compared to 85.4% in prior year) and were up \$37k to prior year mainly due to timing of payments received under our court services interagency agreements and by lower pacing Department of Correction jail bed revenues (down \$160k or 65.4% to prior year) due to continued reduced jail occupancy and lower Roads Payments for Jail Chaingang Services due to Jail staffing shortages, and a 29.3% or \$133k decline in building plan revenues YTD thru November as offset by higher election services revenues received to-date. Fines & Penalties also were pacing behind budget compared to prior year (77.1% vs 100.1%) due to 31.5% and 14.6% declines in District Court 1 and District Court 2 infraction revenue to last year. Misc Revenue is pacing ahead last year relative to budget vs last year (106.7% vs 92.6%) due to higher investment interest income due to a resurgence seen in interest rate yields, hosting a 2022 Fair, and a modest drop off in camping fee reservations YTD relative to last year's unusually strong bookings driven by COVID restrictions that have since lifted and a delay in implementing camping fee increases originally planned in 2022. Non Revenues, consisting of sales, use, and lodging tax collected by Parks, Fair & Facilities for the state, is also down considerably to last year as a result in a change in the accounting for these funds outside of the General Fund that occurred at the end of 2021 but which was not reflected in the 2022 budget. \$181k of COVID/FEMA reimbursement revenue has been received thus far in 2022, as compared to \$640k rec'd at this time last year.

EXPENDITURES--for YTD November 2022 totaled \$44,465k (including \$93k of COVID related costs) as compared to \$38,128k (including \$776k of COVID costs) in 2021 for an increase of \$6,337k including COVID costs, and an increase of \$7,020k or 18.8% excluding COVID costs). Expenditures (excluding COVID) for November 2022 YTD came in at 85.6% of our annual budget, pacing ahead last year's of 85%. All expenditure categories except Transfers Out are pacing or below their paces to budget in comparison with prior year. The year-over-year \$7,332k increase in non-COVID expenditures was mainly due to increases in (1) Payroll (up \$1,204k or 6.2%) and Benefits (up \$366k or 4.6%) driven by the step/COLA increases, additional pay resulting from last year's renewal of County collective bargaining agreements, and staffing changes, (2) a \$4,201k increase in Transfers Out due to higher transfers made to Lower Dungeness Floodplain (\$3,124k), Dungeness Off Channel Reservoir (\$104k), IT Capital Projects (\$273k), Parks & Facilities Capital Projects (\$663k), and Local Crime Witness (\$77k), and Solid Waste (\$7k), as offset by lower Transfers Out relating to Bullman Beach (\$75k), Clallam Bay/Seki Sewer (\$27k), Flood Control (\$61k), and HHS (\$363k lower due to funding provided last year to support the Serenity House expansion project), (3) a \$129k budgeted increase in Payment to the Risk Management Fund for higher risk pool insurance costs, and (4) increases in Services and Supplies costs of \$792k and \$204, respectively, with the increase in Services mainly due to higher coroner, Jail-Medical and Superior Court professional services, higher repairs & maintenance costs (\$246k, of which \$186k is due to the Microsoft Office 365 implementation), higher travel (\$102k) and communications costs (\$38k), decreases in Taxes (\$79k), and and higher indirect costs assessed by the General Fund, and decreases in other areas.

OPERATING SURPLUS/(DEFICIT) AND ENDING RESERVES--For November 2022 YTD, the General Fund generated an operating deficit between revenue and expenditures (excluding COVID/CAREs) of (\$4,368,k), a \$6,205k decrease from last year's operating surplus of \$1,837k. After including a COVID-related net revenue to expenditure deficit of YTD of (\$89k), the General Fund generated an operating deficit of (\$4,279k) for November 2022 YTD. The General Fund finished November 2022 with an ending fund balance reserve of \$11,250k, which is \$4,976k lower than at this time last year.

2022 FORECAST--Turning to the forecast, revenue and expenditure forecasted for 2022 have been updated from our last forecast as follows:

PROJECTED REVENUE--General Fund total revenues are projected to total \$44,494k, an decrease of \$2,318k over the 2022 budget and an decrease of \$177k from our last forecast. Tax revenue is now projected to exceed budget by \$374k, which is a \$146k increase from our last forecast. This budget outperformance is mainly due to \$412l or 3.4% in higher than expected sales tax revenues, representing 8.1\$% growth over 2022. While sales tax growth had slowed considerably during much of 2022 to low single-digit growth, the months of October & November delivered unexpected growth of 13% & 11% respectively, which resulting in the raising of our forecast for the year. While we expect to marginally miss our timber excise tax budget, all other non-sales tax revenues are forecasted to be consistent with the 2022 budget at this time. Goods & Services are now expected to miss budget by (\$625k) due to a \$160k reduction in Jail bed usage by the Department of Corrections as revenues are to-date pacing 65.4% down from prior year and \$133k in lower pacing building plan revenues. Based on 15%-32% declines seen in DC1 and DC2 fines & penalties observed thus far this year, Fines & Penalties revenue is now forecasted to underperform budget by -16.9%. Misc Revenue is projected to outperform budget by 19.4% based on trends relating to higher investment interest income and lower parks camping revenues resulting from a decline camping bookings as compared to the extraordinarily strong bookings seen in 2021 and a delay in implementing budgeted campground fee rate increases, along with hosting a 2022 Fair. Timber Revenues are expected to fall short of budget by 22% based on recent revised timber forecasts received from the DNR. As discussed previously, Non Revenues forecasted have been reduced -\$75k to reflect a change in the accounting of sales, use and lodging tax funds collected by the Parks, Fair and Facilities department from the operation of the County's campgrounds (no net impact to the General Fund). Transfers In are now projected to be \$2,030k lower than budget due to the unbudgeted return of \$370k of funding to the General Fund from assistance provided in 2021 to Serenity House in support of a shelter expansion project during COVID), as offset by the deferral of return of working capital funding to the General Fund from the Dungeneness Off Channel Reservoir and Lower Dungeness Floodplain which will not be returned to the General Fund in 2022, along with other major transfers deferred to future years.

PROJECTED EXPENDITURES/OPERATING SURPLUS/(DEFICIT) & ENDING FUND BALANCE--2022 Expenditures are projected to total \$48,213k, a \$156k decrease from our last forecast and underspending to our budget by \$3,584k driven by savings forecasted primarily in Payroll, Benefits, Supplies, Services, and Transfers Out. Payroll and Benefits costs are expected to come in approx \$2,703k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime in our staffing levels as discussed previously, as well as higher than normal staff position openings in the areas of Jail, Juvenile Services, and other areas.. Non-COVID Supplies and Services are projected to come in \$253 and \$575k below budget, respectively, based on trend savings and the previously mentioned change in accounting of sales, use and lodging tax payments made to the State where such payments are no longer paid from the General Fund. COVID-related costs expected to be mainly reimbursed under the FEMA grant are projected total \$93k, which assumes such COVID mitigation costs continue through the end of the 3rd quarter. Transfers Out are now forecasted \$45k lower than budget due to a deferral of projects. The General Fund is now projected to end 2022 with a net operating deficit of (\$3,719k) as compared to (\$4,892k) budgeted, leaving an expected ending reserve balance for the General Fund of \$11,810k, which is \$1,173k higher than originally budgeted.

November 2022 YTD--vs Annual Budget (rounded to thousands)

	2022	2022	Budget	2022	2021
	YTD Actual	Original Budget	Remaining	% of Annual Budget Achieved YTD	% of Annual Budget Achieved YTD
REVENUES:					
Taxes	23,130	24,093	963	96.0%	105.8%
Licenses & Permits	954	1,055	101	90.4%	98.3%
Intergovernmental Revenues	5,682	7,214	1,532	78.8%	107.9%
Charges for Goods & Services	6,733	8,276	1,543	81.4%	85.4%
Fines & Penalties	643	833	190	77.1%	100.1%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,901	1,782	-119	106.7%	92.6%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	3	78	75	4.5%	113.3%
Other Financing Sources (Timber Sales, other)	547	740	193	74.0%	75.5%
Transfers In	410	2,440	2,030	16.8%	14.7%
Total Revenue--Excluding CARES/FEMA	40,004	46,512	6,508	86.0%	96.5%
Total Revenue--CARES/FEMA	181	300	119	60.5%	155.8%
Total Revenue	40,185	46,812	6,627	85.8%	97.3%

	2022	2022	Budget	2022	2021
	YTD Actual	Original Budget	Remaining	% of Annual Budget Achieved YTD	% of Annual Budget Achieved YTD
EXPENDITURES:					
Payroll	20,699	24,620	3,921	84.1%	86.5%
Payroll--COVID	0	0	0	--	--
Benefits	8,320	10,018	1,697	83.1%	83.3%
Benefits--COVID	0	0	0	--	--
Supplies	1,089	1,518	429	71.7%	71.2%
Supplies--COVID	3	0	-3	--	--
Services	6,548	7,606	1,058	86.1%	88.2%
Services--COVID	90	0	-90	--	--
Capital	182	363	182	50.0%	61.5%
Capital--COVID	0	0	0	--	69.8%
Transfer Out --COVID	0	0	0	--	65.9%
Transfers Out	6,168	6,213	46	99.3%	70.7%
Payment to Risk Pool	1,366	1,366	0	100.0%	99.7%
Total Expenditures--excluding COVID	44,372	51,704	7,332	85.8%	85.0%
Total Expenditures--COVID	93	0	-93	--	113.3%
Total Expenditures	44,465	51,704	7,240	86.0%	85.4%

Net Operating Surplus (Deficit)--Excluding COVID	-4,368	-5,192	
Net Operating Surplus (Deficit)--COVID	89	300	
Net Operating Surplus (Deficit)	-4,279	-4,892	
Fund Balance	11,250	10,637	613

November 2022 YTD--vs Prior Year YTD (rounded to thousands)

	2022 YTD Actual	2021 YTD Actual	Variance--\$	Variance--%
REVENUES:				
Taxes	23,130	22,088	1,041	4.7%
Licenses & Permits	954	1,032	-77	-7.5%
Intergovernmental Revenues	5,682	5,751	-69	-1.2%
Charges for Goods & Services	6,733	6,696	37	0.5%
Fines & Penalties	643	910	-267	-29.3%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,901	1,889	12	0.6%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	3	81	-78	-95.7%
Other Financing Sources (Timber Sales, other)	547	472	75	15.9%
Transfers In	410	270	140	51.9%
Total Revenue--Excluding CARES/FEMA	40,004	39,190	814	2.1%
Total Revenue--CARES/FEMA	181	640	-459	-71.7%
Total Revenue	40,185	39,830	356	0.9%
EXPENDITURES:				
Payroll	20,699	19,495	1,204	6.2%
Payroll--COVID	0	44	-44	-100.0%
Benefits	8,320	7,955	366	4.6%
Benefits--COVID	0	1	-1	-100.0%
Supplies	1,089	884	204	23.1%
Supplies--COVID	3	65	-63	-96.1%
Services	6,548	5,756	792	13.8%
Services--COVID	90	211	-121	-57.3%
Capital	182	58	123	211.7%
Capital--COVID	0	63	-63	-100.0%
Transfer Out --COVID	0	392	-392	-100.0%
Transfers Out	6,168	1,967	4,201	213.6%
Payment to Risk Pool	1,366	1,237	129	10.4%
Total Expenditures--excluding COVID	44,372	37,352	7,020	18.8%
Total Expenditures--COVID	93	776	-683	-88.1%
Total Expenditures	44,465	38,128	6,337	16.6%
Net Operating Surplus (Deficit)--Excluding COVID	-4,368	1,837	-6,205	-337.7%
Net Operating Surplus (Deficit)--COVID	89	-135	224	-165.6%
Net Operating Surplus (Deficit)	-4,279	1,702	-5,981	-351.4%
Fund Balance	11,250	16,226	-4,976	

Major Revenue Differences between YTD 2022 and 2021 (rounded to thousands)

Tax--Juvenile Justice sales tax	112	
Tax--Property tax	159	
Tax--Sales taxes (other than Juvenile Justice)	936	10.4%

Licensing & Permits--Building Permits (down 9.1%)	-67
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes (decrease mainly due to \$299k one-time state appropriation rec'd in 2021 in support of Law Enforcement and Criminal Justice costs, as offset by \$70k higher PILT, and \$28.3k higher PUD Privilege Tax)	-194
Intergovernmental--Grants	-59
Intergovernmental--COVID/FEMA Reimbursements	-459
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing Agreements timing/reduction, State Dpt Corrections trailing prior year (down \$160k or 65.4%)	-259
Goods & Services--Building Plan Check Revenues (down 29.6% to prior year)	-133
Goods & Services Election Services Revenue	-9
Goods & Services--WSU Environmental Services (timing)	-102
Fines and Penalties (down 29.3%, with DC 1 and DC 2 down 31.5% and 14.6%)	-267
Miscellaneous--Investment & Delinquent tax interest	-106
Miscellaneous--Parks' Camping Revenues	-23
Non-Revenue--Transfer of PFF Sales & Use Tax Revenue out of General Fund to State Fiduciary Fund	-78
Timber revenue	75
Transfers In (due timing of Lower Dungeness Floodplain related transfers	140
Everything else (rounded to thousands)	689 **
Total Revenue Increase/(Decrease) over Prior Year	356
** The 'everything else' number of \$689k relates mainly to additional Intergovernmental revenue streams resulting from various State and Federal mandates in Emergency Management of \$55k, Juvenile Services of \$35k, District Court I of \$36.5k, Clerk of \$11.8k, lower HHS Environmental Health On Site program fees (-\$108k), higher Foundations of Public Health Services revenue of \$468k, lower Sheriff Chain Gang revenues from Roads (-\$93k), higher indigent defense fees \$11k, higher PA professional services revenues for Roads \$28k, increases related to the Fair of \$255k and decreases in other areas.	
<u>Major Expense Differences between YTD 2022 and YTD 2021 (rounded to thousands)</u>	
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.	1
Payroll--increase due to changes in personnel, step/COLA increases, effect of new collective bargaining agreements enacted in July 2021, and other non-retirement factors	1,204
Benefits--due to changes in benefit costs following collective bargaining increases in Jan 2022 and July 2021, as offset by personnel changes	340
Services (increase mainly in higher repairs & maintenance costs (+\$246.8k, w \$186k due to the new MS Office 365 license), higher communication services (\$37.9k), higher travel (\$101.9k), and higher professional services (\$261.5k), higher operating leases (145.3k), as offset by lower taxes (-\$79k) and increases in miscellaneous expenses of (\$43k)	792
Risk Management Assessment for Insurance Pool	129
Transfers (increase mainly due to higher transfers to Lower Dungeness Floodplains of (\$3,124k), Dungeness Off Channel Reservoir (\$104k), IT Capital Projects (\$273k), Transfers to Capital Projects (\$663k), Local Crime Witness (\$77k), Solid Waste (\$7k) as partly offset by decreases due to \$75k Bullman Beach transfer, lower transfers to Flood Control (\$67k), lower Veteran's Relief transfer (\$14k), Clallam Bay Sekiu Sewer (\$27k), Operation Stonegarden (\$50k), and lower transfers to HHS (\$363k higher in 2021 due to Serenity House facility expansion)	4,201
Decrease in COVID Related Costs Incurred by the General Fund (relating to lower FEMA funded costs incurred by the General Fund in 2022)	-683
Net Other Expenditure Changes	353
Total Expenditure Increase/(Decrease) over Prior Year	6,337

November 2022 Full Year Projection vs Annual Budget (rounded to thousands)

	2022 Projected	2022 Original Budget	Over/(Under) Budget
REVENUES:			
Taxes	24,467	24,093	374
Licenses & Permits	971	1,055	-84
Intergovernmental Revenues	7,414	7,214	200
Charges for Goods & Services	7,651	8,276	-625
Fines & Penalties	692	833	-141
Misc Revenue (Interest Inc, Camping Fees, etc)	2,128	1,782	346
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	3	78	-75
Other Financing Sources (Timber Sales, other)	577	740	-163
Transfers In	410	2,440	-2,030
Intergovernmental--CARES/FEMA Reimbursements	181	300	-119
Total Revenue--Excluding CARES/FEMA	44,313	46,512	-2,199
Total Revenue--CARES/FEMA	181	300	-119
Total Revenue	44,494	46,812	-2,318
EXPENDITURES:			
Payroll	22,809	24,620	-1,811
Payroll--COVID	0	0	0
Benefits	9,126	10,018	-892
Benefits--COVID	0	0	0
Supplies	1,265	1,518	-253
Supplies--COVID	3	0	3
Services	7,031	7,606	-575
Services--COVID	90	0	90
Capital	355	363	-8
Capital--COVID	0	0	0
Transfer Out --COVID	0	0	0
Transfers Out	6,168	6,213	-45
Payment to Risk Pool	1,366	1,366	0
Total Expenditures--excluding COVID	48,120	51,704	-3,584
Total Expenditures--COVID	93	0	93
Total Expenditures	48,213	51,704	-3,491
Net Operating Surplus (Deficit)--Excluding COVID	-3,807	-5,192	1,385
Net Operating Surplus (Deficit)--COVID	88	300	-212
Net Operating Surplus (Deficit)	-3,719	-4,892	1,173
Fund Balance	11,810	10,637	1,173