WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, November 21, 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

Administration – 9 a.m.

1. Calendar/Correspondence

2. Discussion regarding Conservation Futures revised application and support staff

   Discussion

3. Washington State Department of Transportation Highway 101 projects

   Discussion

4. Briefing and call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m. regarding amending Policy 950 Veterans' Assistance

   Briefing and call for hearing

5. Resolution certifying County capitalized asset inventory as of December 31, 2021

   Resolution

6. Briefing and call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m. regarding repealing in its entirety Clallam County Code Chapter 7.02 Pawnbrokers

   Briefing and call for hearing

7. Briefing and call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m. regarding repealing in its entirety Clallam County Code Chapter 7.12 Dance Halls

   Briefing and call for hearing

8. Briefing and call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m. regarding repealing in its entirety Clallam County Code Chapter 7.16 Amusement Devices

   Briefing and call for hearing

9. Briefing and call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m. regarding amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule – 510-A Auditor's Fees

   Briefing and call for hearing

10. Utility easement with the City of Port Angeles to install an electrical trunk line

    Utility easement

11. Agreement amendment with U.S. Fish and Wildlife Maritime to extend agreement to construct facilities

    Agreement amendment

12. Agreement with Washington Festivals & Events Association, ArtsWA, and Washington Department of Commerce for COVID funding for Fairgrounds First Aid Building upgrades

    Agreement

13. Discussion and next steps to fill the Department of Community Development Director position

    Discussion and next steps

14. Briefing and call for hearing to beheld Tuesday, December 6, 2022 at 10:30 a.m. regarding amending Policy 515 Investment Policy (3b)*

    Briefing and call for hearing

15. Agreement with U.S. Department of Homeland Security for Emergency Management

    Agreement

16. Agreement with Washington State Parks and Recreation Commission for patrol vessel replacement

    Agreement

17. Discussion regarding Law Enforcement Support Office Program

    Discussion

Board of Commissioners

18. Resolution reappointing John Hunter to the North Pacific Coast Marine Resources Committee

    Resolution

19. Resolution reappointing Ronald Long to the Planning Commission

Resolution

20. Resolution reappointing Amanda Stanley, Dawn Shideler, and Marie Marrs to the Lake Sutherland Steering Committee

    Resolution

21. Resolution appointing Laurel Hargis to the Conservation Futures Program Advisory Board

    Resolution

22. Resolution authorizing expenditures from the Hotel Motel Tax Fund for approved 2023 Lodging Tax Funding Applications

    Resolution

Budget

23. Discussion on proposed budget reductions to be considered on December 6 (4a)*

    Budget reductions

24. Discussion on proposed budget revisions to be considered on December 6 (4b)*

    Budget revisions

25. Discussion of proposed budget emergencies to be considered on December 6 (4c)*

    Budget emergencies

26. Discuss on American Rescue Plan Act Funding allocations COVID

    Discussion

General Discussion/Items for Future Agendas

A. Department of Natural Resources Meeting (November 28 at 1 p.m.)

B. Continued Work Session – Topic TBD (December 12 at 1 p.m.)

C. Marine Resources Committee projects update (January 30)

- 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.

2
11/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Conservation Futures Update – Revised Application, Plan for Staff Support:
The Conservation Futures Advisory Board is suggesting updates to the application form for Conservation Futures funding and would like to present the revised application for review and consideration. As the program matures, it will be necessary to ensure that the County has a staff position who can provide administrative management for the Advisory Board and who can help shepherd successful applicants through processes with relevant county departments. Community Development has developed a staffing plan for review and consideration.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Ricardo Fleischfresser – Conservation Futures Chair

Relevant Departments: Board of Commissioners

Date submitted: 11-7-22

---

* 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)

Conservation Futures Disucssion 11-21-22
Revised: 3-04-2019

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

Conservation Futures

Application

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?
( ) Yes ( )No If Yes, please describe.

2. Please describe your plan for stewardship of this farmland.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? ( ) Yes ( )No If Yes, please describe.

4. Please share the economic viability of your farming business. Attach your business plan if available.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

6. Project Funding

Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

Project Name	Acquisition	O&M	Totals	% Match
Conservation Futures Commitment	$	$	$	
Sponsor Contribution	$	$	$	
Other Source(s) Contribution(s)	$	$	$	
Estimated Total Cost	$	$	$	

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at _____, on the _____day of _____,20_____
(City) (State)

Name and Signature of Applicant_____

Name and Signature of Landowner_____

CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON

Application for the purchase of development rights and conservation easement funded by the Conservation Futures Property Tax, Ordinance No.958

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property. The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: _____

2. Mailing Address: _____

3. Property Address, if different from mailing address:

_____

_____

4. Telephone: _____

5. Email Address: _____

6. Contact Person: _____

7. Type of legal entity:

( ) individual

( ) corporation incorporated in the State of _____

( ) general partnership created in the State of_____

( ) limited partnership created in the State of_____

( ) limited liability company created in the State of_____

8. LANDOWNER(S):

Legal Name: _____

Mailing address: _____

Telephone/Fax/Email: _____

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ( ) Yes ( ) No If Yes, please explain:

B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

( ) Yes ( ) No

What is the proximity to other conserved farmland?

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

3. Are there any water rights associated with the parcels? ( ) Yes ( ) No

Please describe:

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

( ) 0-49% ( ) 50-75% ( ) 76-100%

5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

6. Please list all soil and water conservation practices and plans in effect on the property.

7. Please identify any conservation practices that address climate change.

8. Please disclose all residences and buildings on the property

9. Please provide a brief history of the property & benefits to the community.

10. Please describe how the farm is integrated/connected with the broader community.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

( ) Yes ( ) No If Yes, please describe.

2. Please describe your plan for stewardship of this farmland.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? ( ) Yes ( ) No If Yes, please describe.

4. Please share the economic viability of your farming business. Attach your business plan if available.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

Project Name	Acquisition	O & M	Totals	% Match
Conservation Futures Commitment	$	$	$	$
Sponsor Contribution	$	$	$	$
Other Source(s) Contribution(s)	$	$	$	$
Estimated Total Cost	$	$	$	$

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at _____, on the _____day of _____, 20_____
(City) (State)

Name and Signature of Applicant: _____

Name and Signature of Landowner: _____

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:
Applications must be received at the Board of County Commissioner's Office, 223 East 4th Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday, _____.**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:
Submit the **original application and two copies to**:
Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4 (Room 150)
Port Angeles WA 98362-3015
All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:
Questions can be directed to the Clerk of the Board by email at loni.gores@clallamcountywa.gov or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link:
Conservation Futures Program Advisory Board (CFPAB) | Clallam County, WA (clallamcountywa.gov)

Conservation Futures

Draft Agreement

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [NAME &UBI NUMBER]
Project Title: [NAME]
Contract Number: xxxx
Approval: Resolution No. [NUMBER]

1. Parties to this Agreement

This Clallam County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Clallam County (County), 223 East 4th Street, Port Angeles, WA and [NAME] (Sponsor), [ADDRESS].

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. [NUMBER].

3. Grant Administration

The grant is administered by Clallam County Board of County Commissioners Office on behalf of the project Sponsor.

Commented [SE1]: In Jefferson County this is administered by the Public Health Department. I have put the BOCC here as a place holder.

4. Description of Project

The subject project is described in the Scope of Work (**Appendix A**).

5. Project Requirements

[PROJECT SPONSOR] shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement (**Exhibit A**) for the [SIZE]-acre property known in the records of the Clallam County Assessor as APN#(s) [NUMBERS] and as described in the [DATE] Conservation Futures project application for the [NAME] Project (**Exhibit B**) and [DATE] Conservation Futures Program Manual (**Exhibit C**), and as authorized by Resolution No. [NUMBER] (**Exhibit D**). The grant deed of conservation easement shall prevent subdivision while allowing for agricultural use, forest management. and habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

Commented [SE2]: Does the Conservation Futures Board plan to create a similar manual or guidance document that can be referenced here?

> *Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Clallam County Code (CCC) 5.45.040, the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby.*

~~*Consistent with JCC 3.08.030(9),*~~ *This Easement shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Clallam County are received by Grantee in exchange.*

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on [DATE] and end on [DATE], unless proof of match is provided prior to this date. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required.

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed $[AMOUNT]. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. The Sponsor shall be responsible for no less than [AMOUNT] ([AMOUNT]%) percent of the total Project cost and all Project costs in excess of $[AMOUNT]. The contribution by the Sponsor toward work on the Project shall be as indicated below. The contribution by the Conservation Futures Fund toward work on the Project is described immediately above and in "C" above.

	Acquisition	O & M	Totals	% Match
[PROJECT NAME] – Conservation Futures	$[AMOUNT]	$[AMOUNT]	$[AMOUNT]	$[AMOUNT]
Estimated Project Sponsor Contribution	$[AMOUNT]	$[AMOUNT]	$[AMOUNT]	$[AMOUNT]
Estimated Total Project Cost	$[AMOUNT]	$[AMOUNT]	$[AMOUNT]	$[AMOUNT]

9. Unexpended Project Allocations

Should unexpected Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 30 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations,

Commented [SE3]: Clallam County's Conservation Futures Ordinance does not have section that is equivalent to Jefferson County's 3.08.030(9), which states: (9) Projects carried out in whole or part with conservation futures funds shall not be transferred or conveyed to third parties unless the document or instrument reflecting the transfer of title or ownership reflects a written provision or clause providing that the land or interest in land shall be continued to be used for the purposes of this chapter and in strict conformance with the uses authorized under RCW 84.34.230. However, that same written provision or clause shall also contain language that the land or interest in land shall not be converted to a different use unless and only if other equivalent lands within the geographic jurisdiction of the governmental agency are received by the conveying party (the grantor) in exchange for the lands or interest in lands being conveyed. This section does not prevent the grant of easements or franchises or the making of joint use agreements or other operations compatible with the use of a project as provided for in this section and authorized under RCW 84.34.230.

Clallam County could consider amending our code to add a similar section if desired.

except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Clallam Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. The Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars ($1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

a. Broad Form Property Damage, with no employee exclusion;

b. Personal Injury Liability, including extended bodily injury;

c. Broad Form Contractual/Commercial Liability – including completed operations;

d. Premises – Operations Liability (M&C);

e. Independent Contractors and subcontractors;

f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

* Certificate of Insurance;

* Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

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

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

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Contractor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to

retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Clallam County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Clallam County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Clallam County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Clallam County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

a. the disputed issue(s);

b. the relative positions of the parties; and,

c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Clallam County Board of Commissioners Office, 223 East 4th Street, Port Angeles, WA 98362, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

Commented [SE4]: BOCC as placeholder

The venue for any legal action shall be solely in the appropriate state court in Clallam County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Clallam County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

22. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

23. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

DRAFT

25. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

26. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact
[NAME]

[ADDRESS]

Conservation Futures Program Contact
Project Manager
Clallam County Board of Commissioners
Office
223 East 4th Street
Port Angeles, WA 98362

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

27. Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a "public record" subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Clallam, as if applied to transactions entered into and to be performed wholly within Clallam County, Washington between Clallam County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

DRAFT

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party's control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mark Ozias, Chair Date

By: _____
Randy Johnson, Commissioner Date

By: _____
Bill Peach, Commissioner Date

SEAL:

ATTEST:

_____
Loni Gores Date
Clerk of the Board

Approved as to form only:

_____
Elizabeth Stanley Date
Chief Civil Deputy Prosecuting Attorney

[NAME]

By: _____
Signature

Name: _____

Title: _____

Date: _____

DRAFT

APPENDIX A

Scope of Work

[NAME], as project sponsor "Sponsor," shall perform the following tasks in order to implement the [NAME] Project:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than ([AMOUNT]%) of the total project cost. ~~The match must be in an eligible form consistent with JCC 3.08.030(5).~~

Deliverable 1a: Matching contribution(s) of no less than [AMOUNT]% of the total project cost.

Task 2: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN#(s) [APN NUMBERS] that incorporates approved Conservation Futures Program language, including the language in item "C" of this Agreement.

Deliverable 2a: Final draft grant deed of conservation easement

Deliverable 2b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

Sponsor shall monitor and report on the property as described in item "D" of this Agreement and submit required reports to the Conservation Futures Program Advisory Board (through staff) in the format provided for each year that it is required.

Deliverable 4a: Completed annual reports.

Commented [SE5]: Clallam County Code does not have a provision that requires a match.

The Jefferson County Code provision states as follows: (5) The project sponsor will commit to providing a matching contribution no less than the amount of conservation futures funds awarded to the project before conservation futures tax funds are reimbursed to that sponsor. This contribution may consist of:
(a) Cash;
(b) Land trades if the valuation of the land to be traded is established by a valuation arising from an appraisal generated by a Member of the Appraisal Institute (MAI) certified appraiser;
(c) The cash value of the land to be traded, excluding Jefferson County conservation futures contributions; or
(d) Other open spaces acquired within the previous two years that are situated either directly adjacent to or could, in the sole discretion of the county, be directly linked to the property under application.

Clallam County could consider amending our code to add a similar section if desired.

DRAFT

Exhibit A

Grant Deed of Conservation Easement

DRAFT

Exhibit B

Conservation Futures Project Application

DRAFT

Exhibit C

Conservation Futures Program Manual

Commented [SE6]: Refer to earlier comment asking about the status of a guidance document.

DRAFT

Exhibit D

Resolution No. [NUMBER]

DRAFT

3
11/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

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

Executive summary:

Discussion about impact of WSDOT projects on Hwy 101:
WSDOT is planning a variety of construction projects including roundabouts, fish passage barrier replacements and repairs to the Hood Canal Bridge which will impact all daily travel to and from Clallam County. The Commissioners hope to better understand the potential short-term and long-term implications of these plans, including the totality of impact that would occur with the addition of multiple roundabouts along Hwy 101 between Sequim and the Hood Canal Bridge. We are reaching out to representatives from the business community, transit planners and leaders in the tourism industry to share information and to begin to shape a regional, comprehensive message to share with WSDOT and state legislators.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion about impact of WSDOT projects on Hwy 101.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Kevin Gallacci – Clallam Transit System, Bill Hermann – Hermann Bros., Marsha Massey- OPVB, Matthew Huish – City of Sequim, Rod Fleck – City of Forks, Nathan West – City of Port Angeles

Relevant Departments: Board of Commissioners

Date submitted: 11-3-22

---

* Work Session Meeting - Submit 1 single sided/not stapled copy Washington State Department of Transportation Hood Canal Bridge 11-21-22
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

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

Steve Roark (Region Administrator, Washington State Department of Transportation):
After being alerted to the Hood Canal Bridge closures planned for 2023, Marsha sent a letter and chart on OPTC's behalf to Steve Roark with noted weekends when a bridge closure would be detrimental to tourism on the Peninsula.

- **Steve gave a presentation highlighting:**
  - the necessity of the Hood Canal Bridge closure, their plan to attempt to complete the work in 4 weekends in May, to avoid disrupting festivals and events held over summer months.
  - **Other Projects:**
    - Spring/Summer 2023 Paradise Bay Rd/ SR 104 adding a roundabout (Starting date TBA, should be completed in one season)
      - May be a metered roundabout.
      - Traffic will be able to move through during the construction
    - Spring/ Summer 2023 SR 104/ SR19 adding roundabout.
    - Summer 2023 Port Townsend signals being replaced with roundabouts at Discovery Rd and Kearney St
      - Traffic will be able to move through during construction
  - **Fish Barrier Removals:**
    - WSDOT is federally required to replace 90% of habitats in the Olympic Peninsula and other areas in the Sound.
    - Replacing 430 barriers/ culverts with fish passing large box culverts.
    - WSDOT have budgeted funds to keep the public updated, via social media and ads, on the projects, dates, and delays they can expect.
    - In Clallam and Jefferson Counties (completed in "fish window time-frame" plan to use alternating one lane traffic during the construction, potentially up to 2-hour delays):
      - Johnson Creek
      - Discovery Creek
      - Chicken Coop Creek
      - Unnamed Tributary
      - Eagle Creek
      - Contractors Creek
      - MP 290.3 North Tributary
      - MP 291.8 South Tributary
        - (Estimated 3-week detour via Center Rd during construction of the North and South Tributary culverts.)
      - MP 292.5 Leland Creek (temporary structure will be built to keep traffic moving.)
      - Swansonville Creek (also during the roundabout construction on SR104/19)
      - Shine Creek (also during the roundabout construction on SR104/19)
      - Indian Creek
    - Elwha Bridge Replacement
      - They will maintain traffic use on old bridge while installing the new bridge downstream.
- Discussion after the presentation included:
  - The possibility of doing the work at night, during the week, and/or on consecutive days, rather than only on weekends. More information (project dates and details) coming in January 2023.

Additions: None

Area Updates & Sharing: Attendees shared business updates with the group. *See addendum A.*

Meeting adjourned: 1:34 pm

Next Meeting: November 3, 2022 11:30am-1:30pm, Zoom Only

WSDOT Construction Update 2023

Olympic Peninsula Tourism Commission
October 6,2022

Steve Roark, Olympic Region Administrator

Roger Millar, Secretary of Transportation
Amy Scarton, Deputy Secretary of Transportation

Olympic Region

WSDOT

What we do:

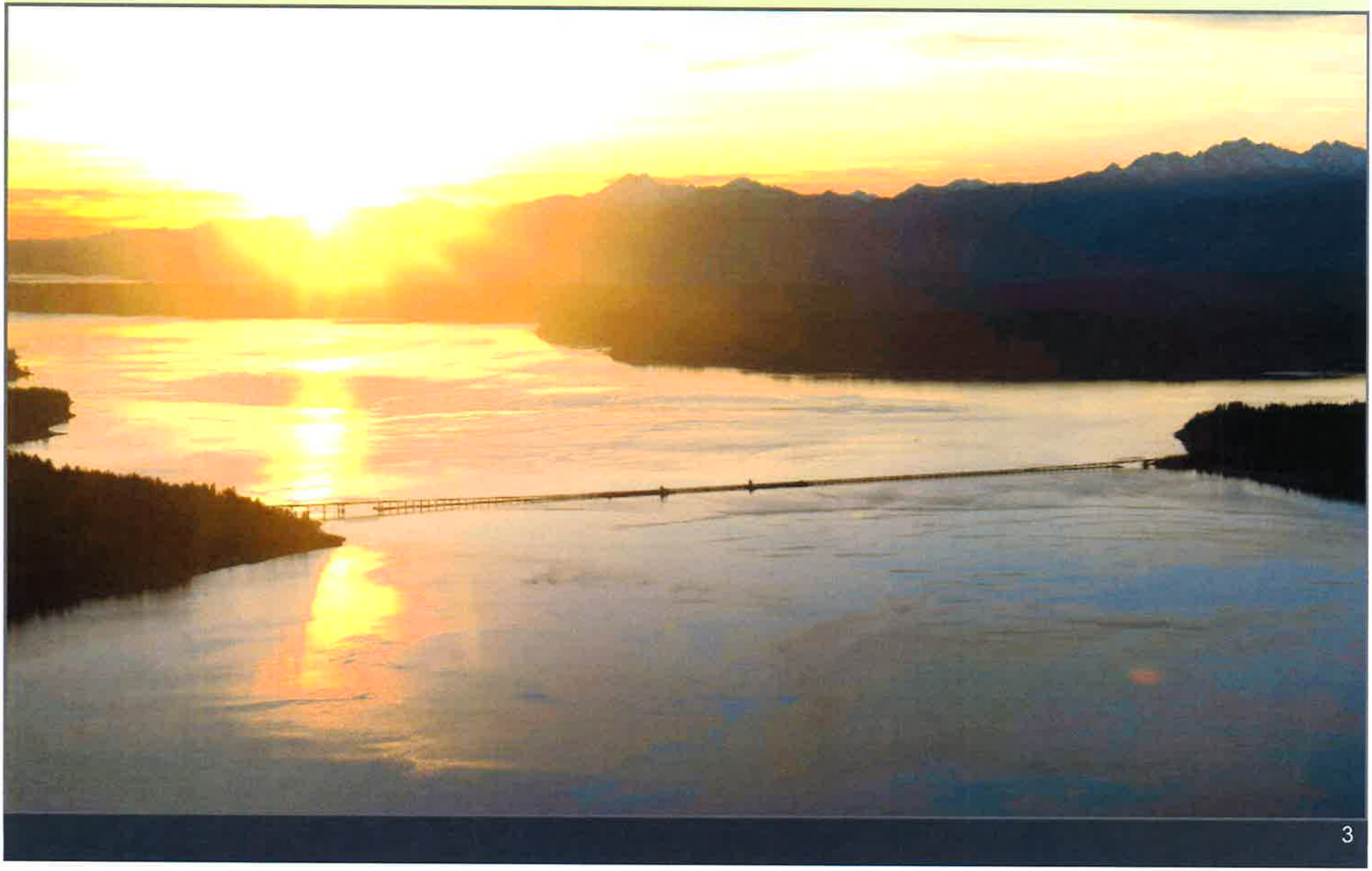
- System Planning
- Design
- Construction
- Maintenance
- Operate the System

Asset steward for:

- 2,950 lane miles
- 645 bridges
- 4 safety rest areas
- 6 Ferry Terminals
- …and lots of other stuff

Hood Canal Bridge

WSDOT

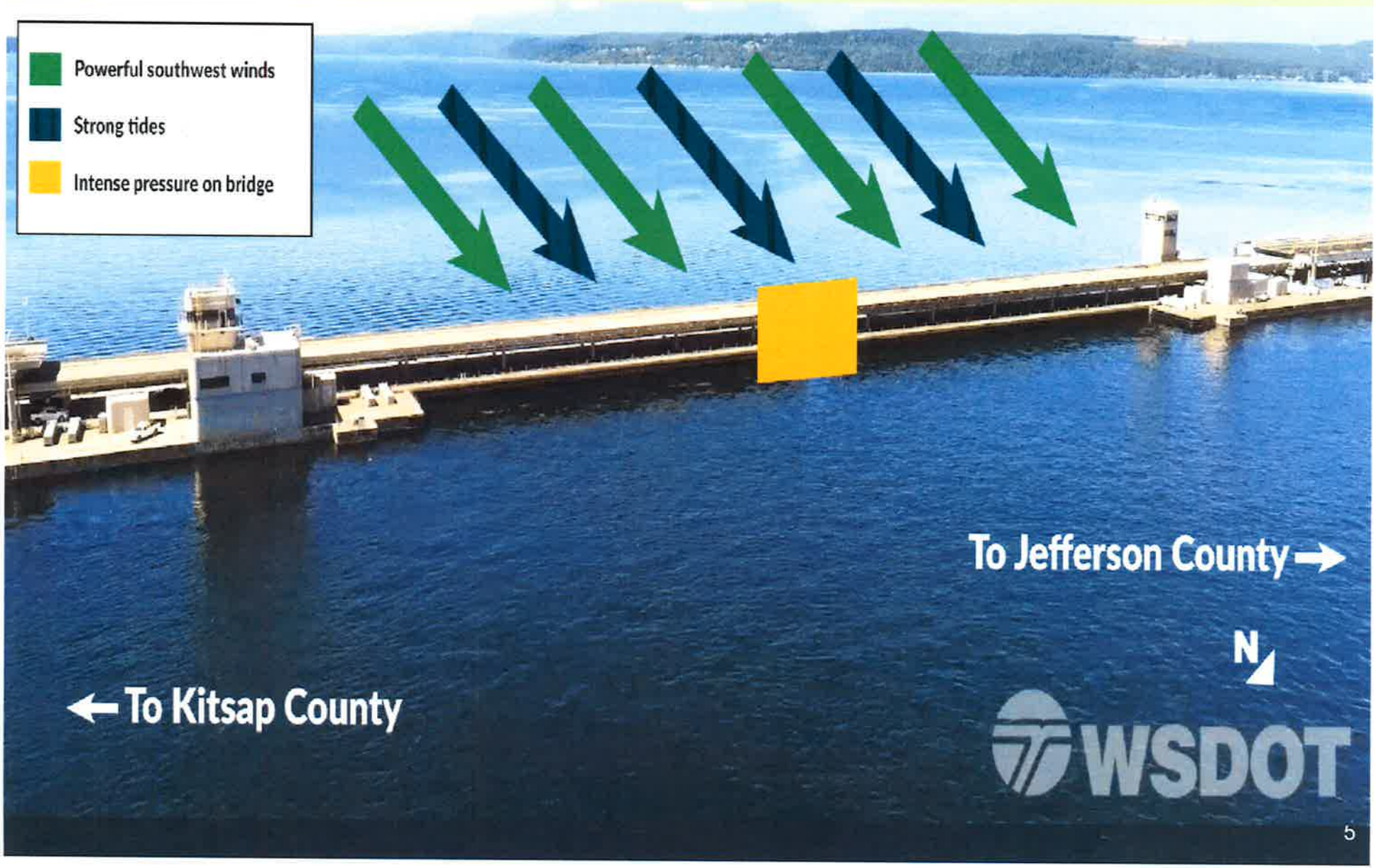


Hood Canal Bridge

WSDOT

Hood Canal Bridge

WSDOT



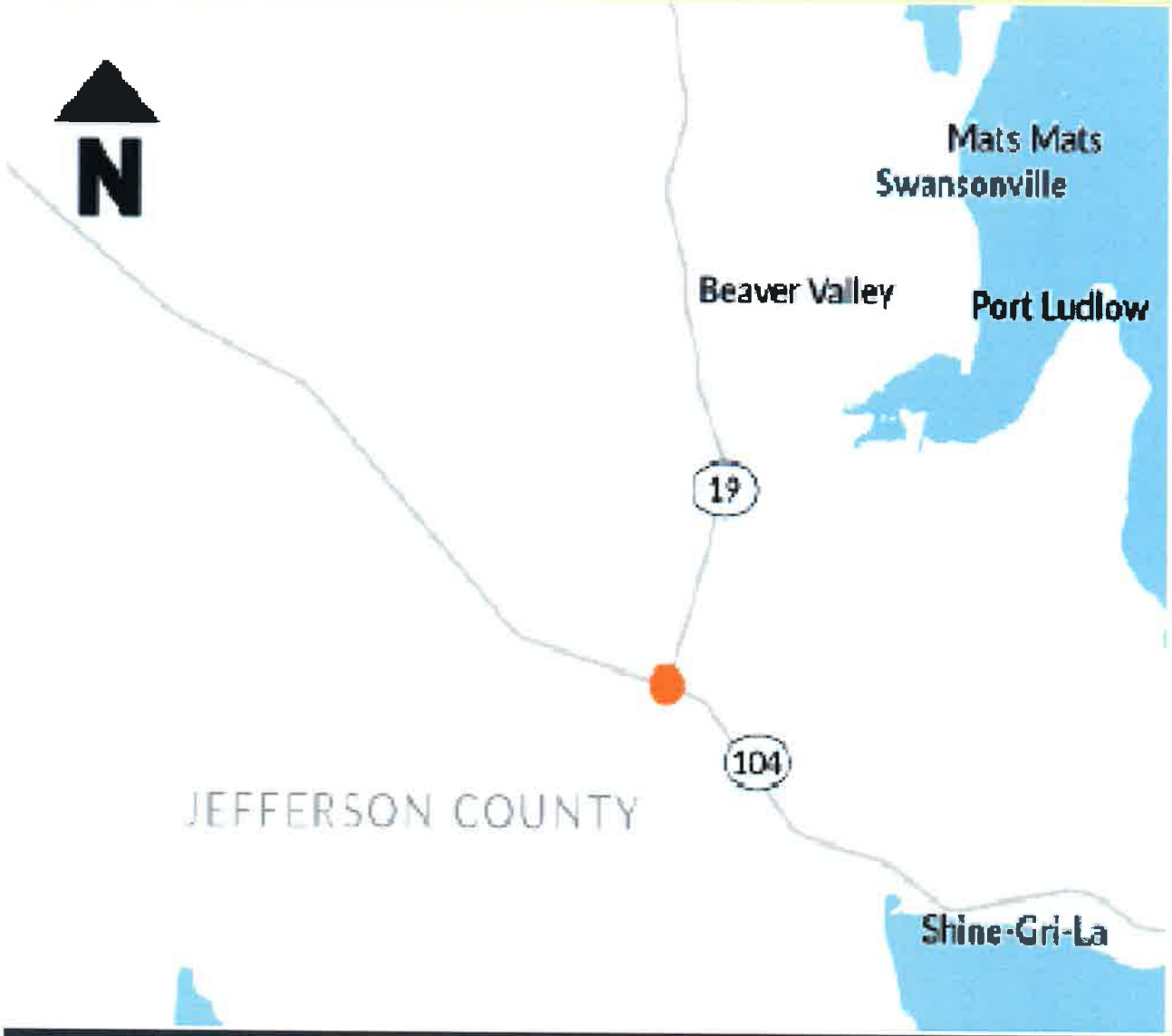
SR 104 Paradise Bay

WSDOT

2023 Intersection Safety Improvement

SR 104/SR 19 Roundabout

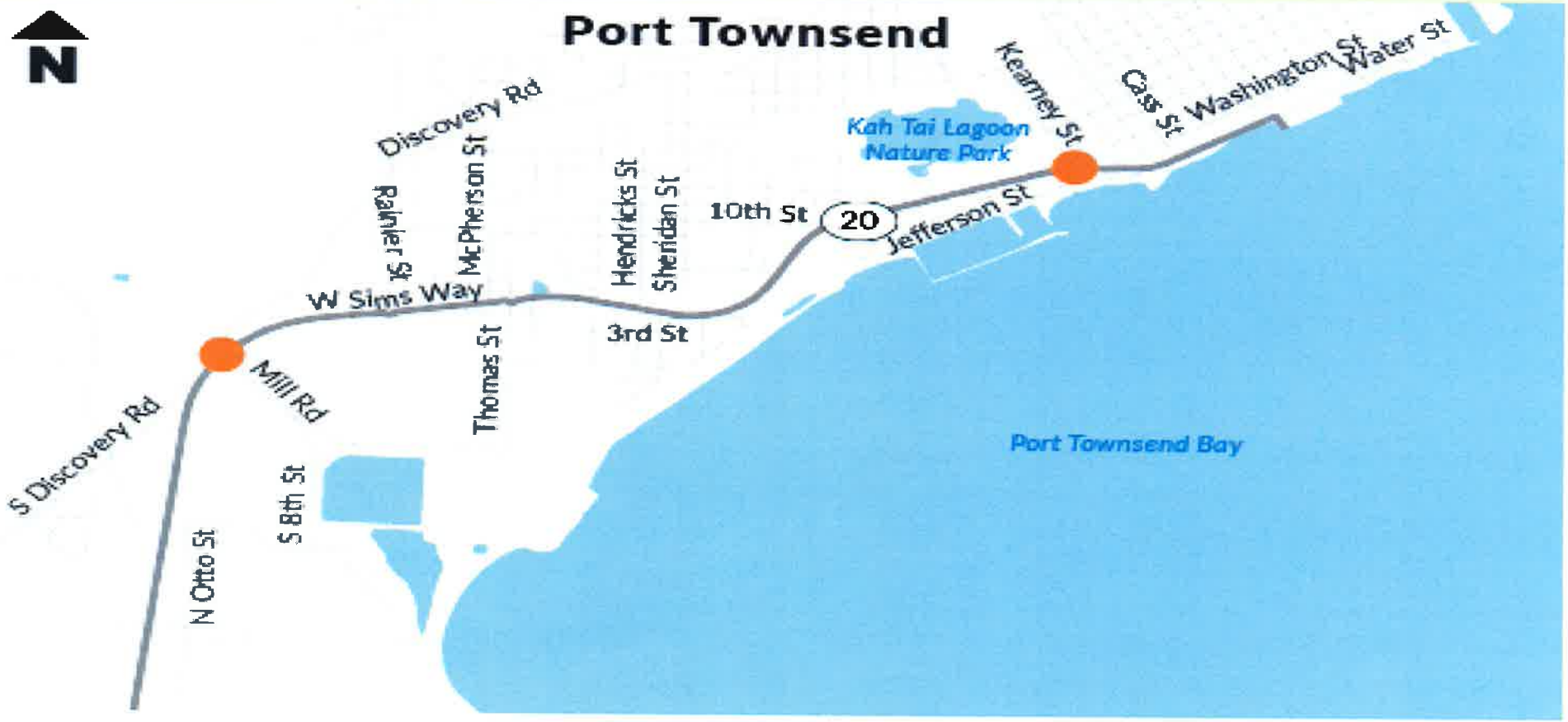
WSDOT



2023 Intersection Safety Improvements

Discovery Rd/Kearney St.

WSDOT

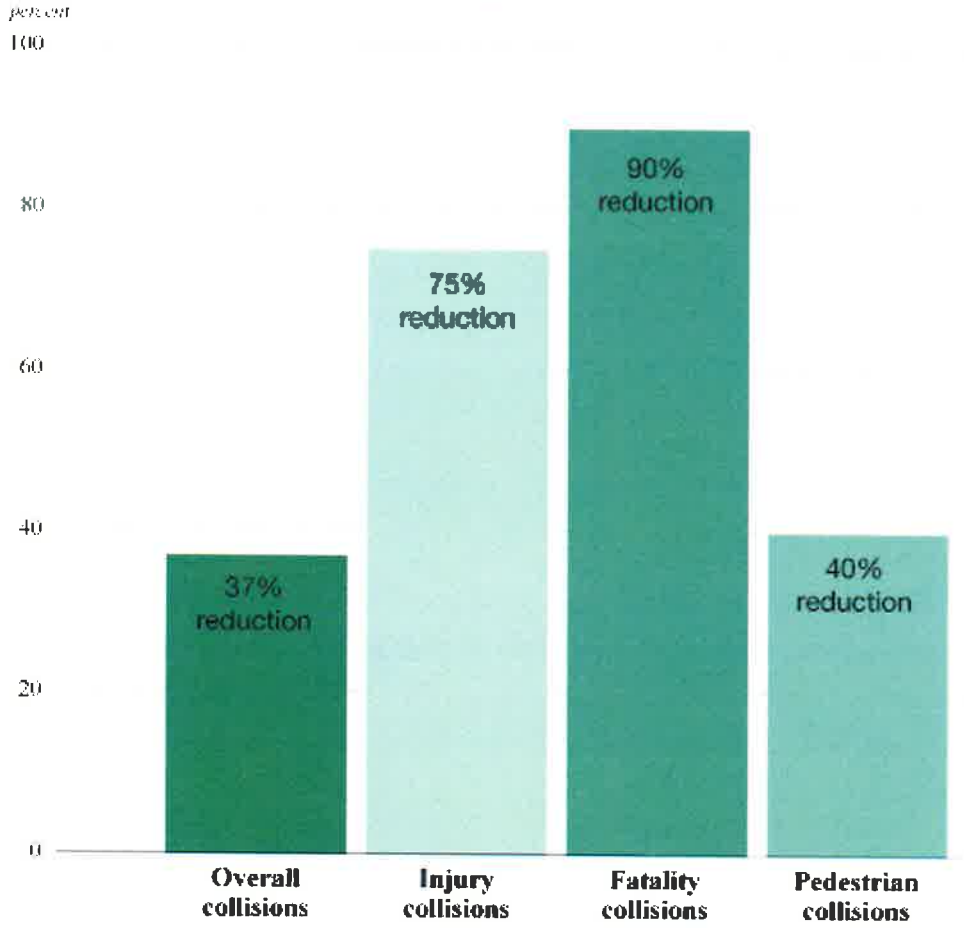


2023 Intersection Safety Improvements

Roundabouts & Safety

WSDOT

Reduction in collisions



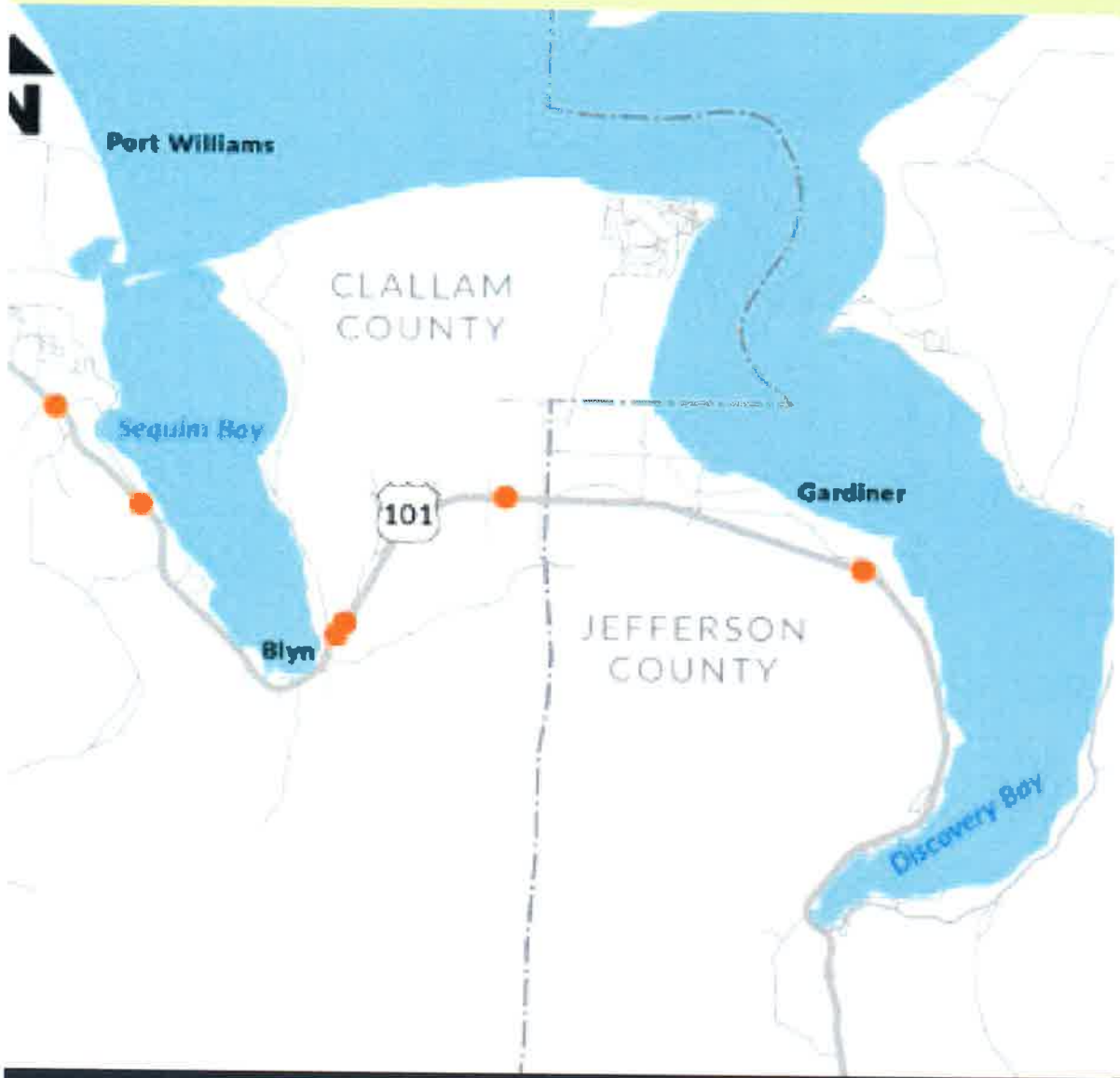
Source: Federal Highway Administration and Insurance Institute for Highway Safety (FHWA and IIHS)

Fish Barrier Removal

WSDOT

Fish Barrier Removal

WSDOT

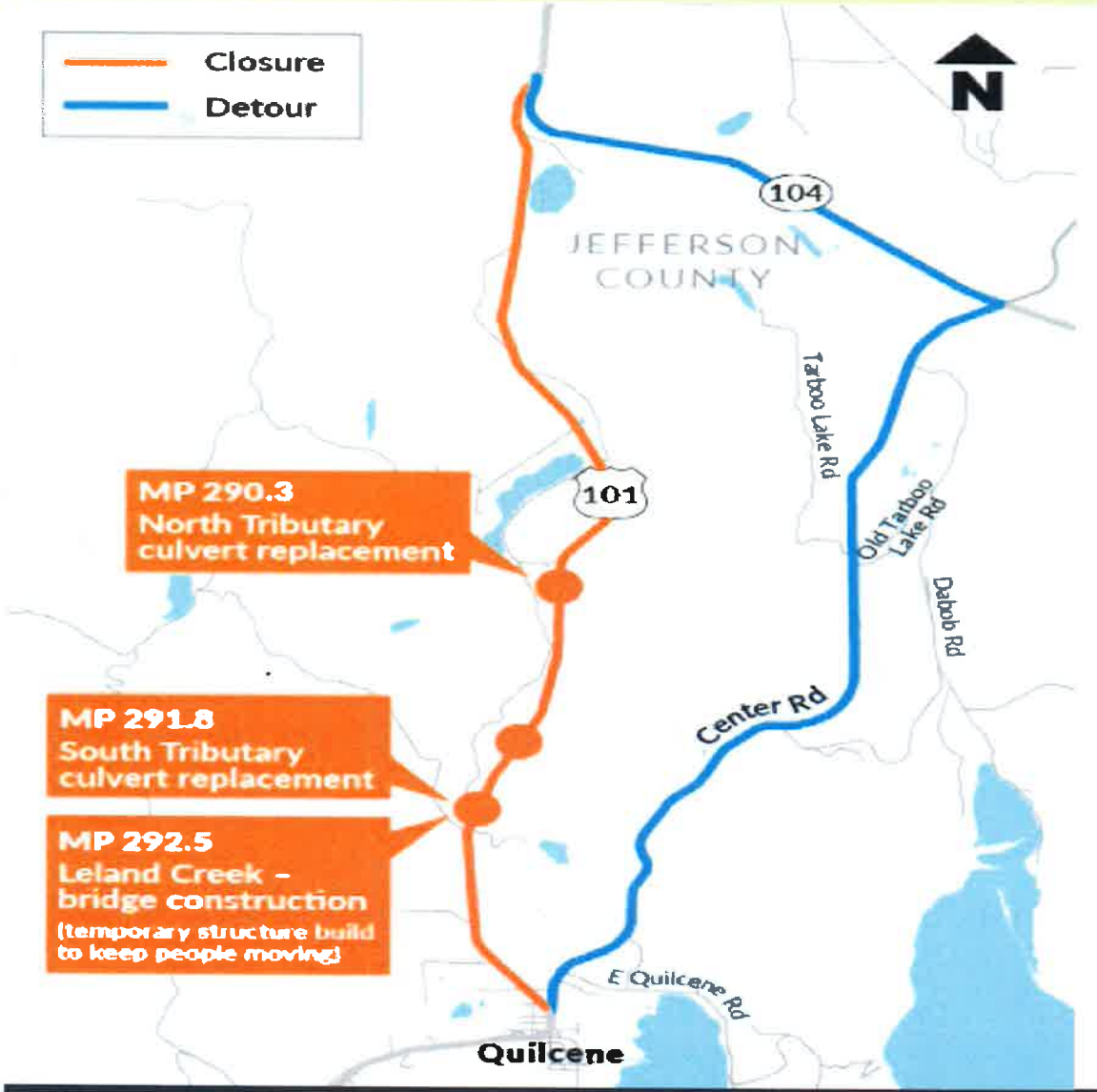


From Left to right:

- Johnson Creek
- Discovery Creek
- Chicken Coop Creek
- Unnamed Tributary
- Eagle Creek
- Contractors Creek

Fish Barrier Removal

WSDOT



Estimated three-week detour via Center Road during construction of the North and South Tributary culverts

Fish Barrier Removal

WSDOT

- Swansonville Creek
- Shine Creek

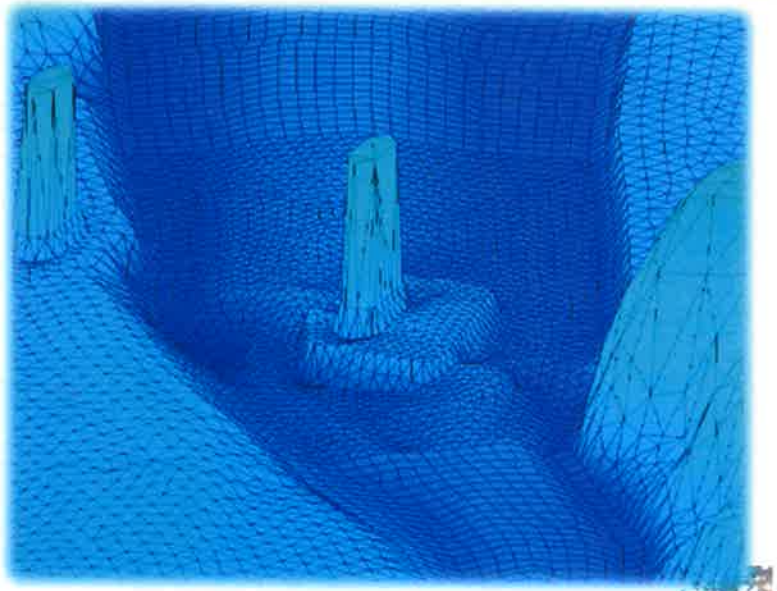
Fish Barrier Removal

WSDOT

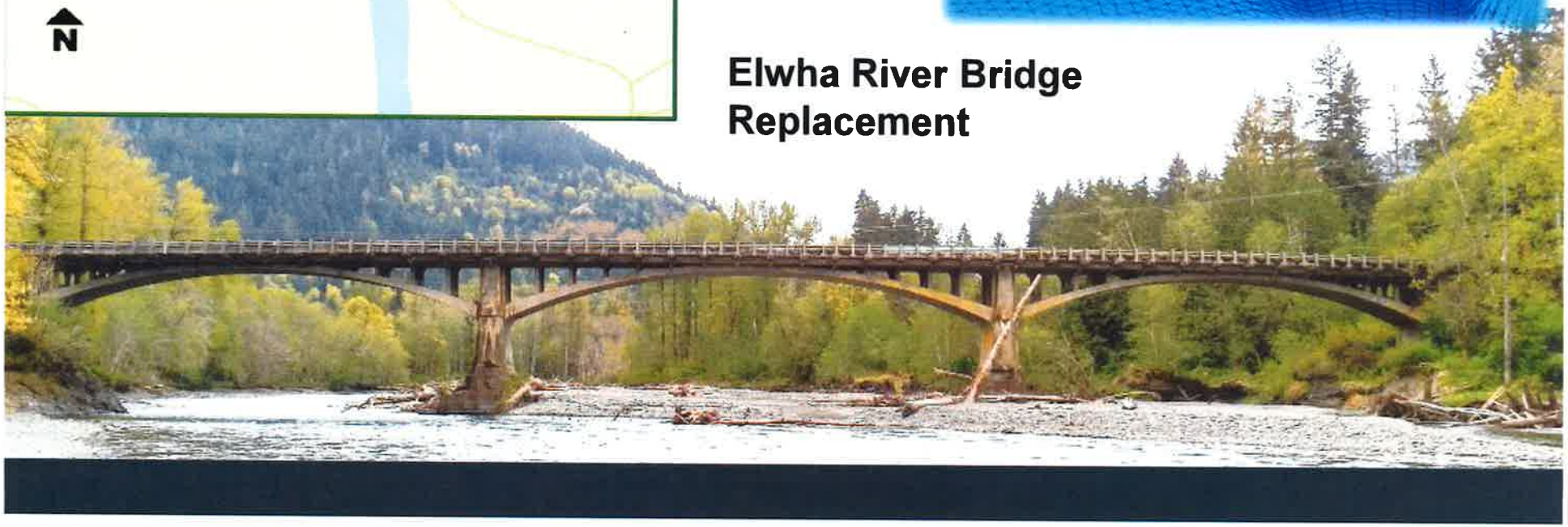
- Indian Creek

Bridge Replacement

WSDOT



Elwha River Bridge Replacement



Questions?

Stay Connected!

wsdot.wa.gov

Sign up for updates –
Clallam & Jefferson Counties Traffic and Construction News

4
11/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC/PAO

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
The Policy Working Group met to review and recommend changes to Policy 950 – Veterans' Assistance.

Requesting a briefing and call for hearing on a Resolution regarding proposed changes to Policy 950 – Veterans' Assistance.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion and approve a call for hearing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Prosecuting Attorney's Office, Levi Douglas – Northwest Veteran's Resource Center

Relevant Departments: Board of Commissioners, Prosecuting Attorney's Office, Northwest Veteran's Resources Center

Date submitted: 11-7-22

* 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)

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

PUBLIC HEARING

Amending Clallam County Policy 950 Veterans' Assistance

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday December 13, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the policy listed above. All proposed policies are available on the County website https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Amending Clallam County Policy 950 Veterans' Assistance

SUMMARY OF PROPOSED CHANGES:
Amending Clallam County Policy Veterans' Assistance. See copy of full Policy details at:
https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies

Publish: November 25, 2022
Bill: Commissioners Office

Loni Gores, CMC, Clerk of the Board

DRAFT

RESOLUTION _____, 2022

ADOPTING AMENDMENTS TO
POLICY 950 Veterans' Assistance

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.

2. Periodic updates are required as government rules and regulations change as well as current practices.

3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.

4. A public hearing was held December 13, 2022 to solicit testimony.

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

1. The amendments to Policy 950 Veterans' Assistance are adopted for inclusion in the Clallam County Administrative Policy Manual.

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

DRAFT

Table of Contents

VETERANS' ASSISTANCE
Policy 950

.1 PURPOSE 1
1.1 SOURCE OF FUNDS 1
1.2 POLICY 1
1.3 VERBAL AND/OR PHYSICAL ABUSE POLICY 1
.2 ELIGIBILITY 2
2.1 SERVICE REQUIREMENTS 2
2.2 RESIDENCY 2
.3 REQUIRED DOCUMENTATION 2
3.1 DISCHARGE 2
3.2 RESIDENCY 2
3.3 FAMILY – DEPENDENTS 3
3.4 INCOME VERIFICATION 3
3.5 UNEMPLOYED VETERANS – WORK SEARCH REQUIREMENT 3
3.6 INDIGENT DEFINITION 3
3.7 INCOME LIMITS/GUIDELINES 4
3.8 RENT, LEASE AGREEMENT, OR MORTGAGE PAYMENT 4
.4 APPLICATION AND ASSISTANCE PROCESS 4
4.1 DELEGATION OF VETERANS' ASSISTANCE PROGRAM TASKS 5
4.2 APPOINTMENT PROCEDURES 5
4.3 APPLICATION FOR ASSISTANCE 5
4.4 PAYMENT PROCEDURES 5
4.5 DENIAL OF ASSISTANCE 6
(1) Divorce – Remarried Spouse or Widow 6
(2) Fraud and/or Abuse 6
.5 DENIAL OF SERVICE – APPEAL PROCESS 7
5.1 COMPLAINTS OR APPEALS 7
5.2 NON-APPEALABLE ISSUES 7
5.3 APPEAL PROCESS – PROCEDURES 7
5.4 FURTHER APPEAL (DUE PROCESS) 8
.6 AUTHORIZED USE OF FUNDS 8
6.1 ASSISTANCE DEFINED 8
6.2 ELIGIBLE ITEMS/SERVICES FOR ASSISTANCE 8
6.3 MAXIMUM ALLOCATION 8
6.4 PRIMARY SERVICE LOCATION 9
6.5 SCHEDULE OF ASSISTANCE 9

DRAFT

.7 COUNTY EMPLOYEE/CONTRACTOR POSITION AND DUTIES 9

7.1 DEFINED 9
7.2 COUNTY EMPLOYEE/CONTRACTOR'S DECISIONS AND ACTIONS 9
7.3 RELATIONSHIP WITH VETERANS' ORGANIZATIONS 10
7.4 CONFIDENTIALITY 10

DRAFT

VETERANS' ASSISTANCE

.1 PURPOSE

To provide emergency financial assistance to indigent/low income eligible veterans and eligible dependents, in accordance with RCW 73.08 now or as amended.

1.1 Source of Funds

Funding for the Veterans' Relief Fund is provided in accordance with RCW 73.08.080 and applicable County ordinances. The Veterans' Relief Fund is a Special Revenue Fund budgeted and approved by the Clallam County Board of Commissioners (BOCC). The BOCC is responsible for uses and expenditures from the fund and maintains final approval and/or denial authority on all expenditures.

1.2 Policy

Through the administration of said funds, the Clallam County Veterans' Relief Fund intends to provide timely services to eligible veterans and certain dependents. The purpose of this policy is to limit organizational and personal conflict of interest and to provide, to the maximum extent possible, fair, and equal treatment to all applicants requesting assistance through this program. The basis for any assistance request must be an emergency and provide for reasonable, basic, subsistence needs.

1.3 Verbal and/or Physical Abuse Policy

The Clallam County Veterans' Relief Fund has a zero tolerance policy of verbal or other forms of abuse directed towards veterans, the County Employee/Contractor, volunteers, or any other staff. Any form of verbal or physical abuse may be deemed sufficient cause to deny service and the client will be told to leave the office immediately.

If the County Employee/Contractor deems the abuse to be severe, the client may be denied service from the Veterans' Relief Fund for a period of time deemed appropriate by the decision of the County Employee/Contractor for up to 2 years. Anyone appearing to be under the influence of alcohol and/or any other drugs will be denied service while in that status and told to leave the premises. That veteran may return on a different day to seek services. The decision of the County Employee/Contractor with respect to a veteran's impaired status is final. Any veteran who is denied service(s) for a period of more than 60 days pursuant to a decision of the County Employee/Contractor may appeal that decision to the Veterans Association or their designee, and must do so in writing within 14 days of the denial of service(s).

DRAFT

.2 ELIGIBILITY

2.1 Service Requirements

To be eligible for assistance, veterans must, at the time they seek assistance, meet the definition in RCW 73.08.005(5), as now enacted, or as amended. This also includes any current member of the National Guard or Armed Forces Reserves who has been deployed to serve in an armed conflict. There shall be no discrimination against a veteran seeking assistance based on how the veteran obtained veteran status.

2.2 Residency

Veterans or families of deceased veterans must have been residents of the state of Washington, for at least ~~12~~ 6 consecutive months preceding the date of application for assistance. Applicants must reside in Clallam County at the date of application and provide proof of said residency. Limited Clallam Transit passes (no more than two monthly passes) may be made available for work search and work transportation without meeting the residency requirement.

.3 REQUIRED DOCUMENTATION

3.1 Discharge

Documentation includes DD-214, VA Statement of Service (SOS), or if discharged prior to 1950, a Certificate of Discharge. Staff will assist the veteran in completing a request to receive a certified copy of their DD-214 as necessary. No assistance will be considered without the required documentation.

All veterans will be encouraged to record their original or certified copy of their discharge with the County Auditor's Office.[1] This service is free in accordance with RCW 73.04.030.

Questionable copies of discharge: Any copy of a discharge that appears to have been altered in any way, or is deemed questionable will not be accepted. A certified copy of the document in question must be produced before any assistance will be provided.

3.2 Residency

Residency may be documented by a Washington state driver's license, state I.D. card, rent/lease agreement(s), utility bill(s) or other form of verifiable documentation deemed

[1] However, please note that there *may* be situations in which this information is available to the public under Washington State's Public Records Act. *See,* RCW 42.56.440.

DRAFT

acceptable. Documents must prove 12-month residency in the State of Washington and current residency in Clallam County.

3.3 Family – Dependents

The definition of family for this policy shall mean the spouse, domestic partner, and dependent children of a living or deceased veteran. Documents must be provided to verify marriage, birth of children or other form of dependency, and death. (Marriage certificate, birth certificate, death certificate, etc.) Children who have reached the age of 18 are not considered dependents unless the dependent is severely disabled and dependent on parents for basic survival needs or currently enrolled full-time in school or an institution of higher education and is under the age of 24 at the time the application for assistance is made. Proof of enrollment is required. For the purposes of a married couple who are both veterans, they each can be considered for the fund based on the eligibility requirements set forth in this policy (i.e. annual limit would be ~~$2,400~~ $3,600 for a married veteran household ~~and the lifetime limit would be $7,200~~).

3.4 Income Verification

All household income and source(s) must be documented. Acceptable documents may be income tax returns, pay stubs, VA Disability/Pension award letters, Department of Social & Health Services (DSHS) documents, Social Security grant/award letters, Labor and Industry payment letters, unemployment check stubs/award notices, or any other documents deemed necessary.

If an applicant claims they have no income in the recent past or currently have no income, the applicant will be required to show how current rent, utilities, food, and other bills are being paid. Self-employed applicants must bring valid income accounting records, business tax I.D. number, business license, (if applicable), or other documentation deemed acceptable.

3.5 Unemployed Veterans – Work Search Requirement

Unemployed veterans, who are able to work and have not been determined by the state and/or federal government to be fully disabled and unemployable, must be registered with the Veteran's Job Service Section at a local WorkSource office. They must show proof of the registration process and if eligible, proof they applied for unemployment compensation.

3.6 Indigent Definition

"Indigent" means a person who is defined as such by the County legislative authority using one or more of the following definitions:

a. Receiving one of the following types of public assistance: Temporary assistance for needy families, general assistance, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income;
b. Receiving an annual income, after taxes, of up to one hundred fifty percent or less of the current federally established poverty level, or receiving an annual income not exceeding a higher qualifying income established by the county legislative authority; or
c. Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

3.7 Income Limits/Guidelines

A person otherwise eligible for assistance from the Veterans' Relief Fund shall not be eligible for assistance until they provide adequate proof (as defined above) to the Veterans Association that their household income for the current year is at or below the 150 percent level of the Federal Poverty Level Income Guidelines established and published by the Department of Social and Health Services (DSHS). Said guidelines are adjusted and revised annually.

3.8 Rent, Lease Agreement, or Mortgage Payment

Rental or lease agreements must have the landlord, owner, or legal agent of owner's name, address, and telephone number on the document; the rental address, and monthly rent amount. This agreement must be dated and signed by the renter and the landlord or legal agent. Sublet agreements written by or on behalf of a shared roommate will not be eligible for assistance from the fund. Instead, the name of the applicant or sub-tenant seeking assistance must be on the legal agreement between the landlord and the primary renter.

Prior to providing mortgage assistance, ownership of property must be verified and documents must be submitted verifying existence of any loan and/or payment.

3.9 Disabled Applicants

If applicant is disabled to the degree that s/he is unable to do any kind of work, appropriate disability documentation is required. A Veteran's Administration, Social Security, DSHS, or Labor and Industry document is acceptable.

.4 APPLICATION AND ASSISTANCE PROCESS

The County Employee/Contractor will develop and maintain forms necessary for administration of the Veterans' Assistance Program. Form content and format is at the discretion of the County.

DRAFT

4.1 Delegation of Veterans' Assistance Program Tasks

The Veterans' Assistance Program shall be run by a County Employee/Contractor designated by the Board of Clallam County Commissioners. The designee is responsible to determine and document eligibility, approve or deny claims, ensure payment, provide for records of all claims, and provide reports of payments of claims. The County Employee/Contractor is paid from the Veterans' Relief Fund.

Final approval of claims is the responsibility of the County Employee/Contractor and the signature approval of designated members of the Clallam County Veterans Association based upon submission of complete and accurate claims and documentation.

No funds shall be expended to pay a claim or provide assistance to a veteran except through compliance with this section AND the express written approval of said expenditure by the Board of Commissioners.

4.2 Appointment Procedures

All first-time applicants will be pre-screened for basic eligibility by the County Employee/Contractor ~~by walk-in contact~~ at the Clallam County Veterans' Center located at 216 South Francis Street, Port Angeles, WA 98362; 360.797.1791. Subsequent applications can be processed remotely. Emergency requests for assistance will be evaluated by the County Employee/Contractor on a case-by-case basis.

4.3 Application for Assistance

Request for assistance is made by completion of a Clallam County Veterans' Relief Fund "Application to apply for relief funds" form. Signature of affirmation and verification of information authorization is mandatory. Refusal to sign will preclude applicant from receiving assistance.

All applications will be evaluated on the merits of the request.

All required documentation must be provided and failure to provide all required documentation will result in the County Employee/Contractor returning it and the related materials to the applicant and closing the file.

4.4 Payment Procedures

The County Employee/Contractor is responsible to ensure that payment is made after all documentation has been received, the applicable approval process has been completed, and the actions listed below have been completed. No warrant will be made payable to the Veteran, spouse, domestic partner, or dependent. Payment will be made directly to

the vendor or service provider listed on the original approval form. The payment process includes the following procedures:

- All documentation is received by the County Employee/Contractor
- County Employee/Contractor receives approval signatures from three members of the Clallam County Veterans Association
- The payment paperwork is submitted to the Clallam County Commissioners' Office for entering into the Clallam County Financial System
- The entered payments are submitted to the Clallam County Auditor's office
- The entered payments are audited for completeness by the Clallam County Auditor's Office
- The entered payments are approved by the Clallam County Commissioners
- The warrants are released to the Commissioners' Office after BOCC approval
- County Employee/Contractor picks up warrants from the Commissioners' Office
- Warrants are mailed from the Clallam County Veterans' Center

4.5 Denial of Assistance

The County Employee/Contractor may deny assistance in accordance with these policies. False information provided by an applicant for assistance or other fraudulent actions taken for the purpose of receiving financial assistance from this program, will be grounds for denial of assistance and may be referred to ~~the Clallam County Prosecuting Attorney's Office for possible legal action~~law enforcement for investigation.

Failure to meet program eligibility requirements, income in excess of the guideline amounts listed in Section 3.7 above, inadequate required documentation, or no clearly definable and/or verifiable emergencies are other valid reasons for denial of service. The County Employee/Contractor will make the determination for the basis of denial of assistance, considering all facts and policies relevant to each request.

(1) Divorce – Remarried Spouse or Widow

A divorced spouse of a living or deceased veteran, is ineligible for assistance. A widow(er) of a deceased veteran who has remarried is also ineligible for assistance.

(2) Fraud and/or Abuse

If the County Employee/Contractor suspects fraud, criminal intent/activity or abuse of the system by an applicant, the matter may be referred to the Executive Committee of the Clallam County Veterans Association. The Association may, at its discretion, refer the issue to the Prosecuting Attorney's office for investigation and possible legal action. If fraud or criminal activity is legally established, the applicant will be prohibited from receiving any future assistance from this fund.

DRAFT

.5 DENIAL OF SERVICE – APPEAL PROCESS

5.1 Complaints or Appeals

If a Veteran feels s/he was treated improperly or denied assistance unfairly, s/he has the right of due process and may appeal the County Employee/Contractor's decision to the Clallam County Veterans Association. All appeals will be heard and adjudicated by the Clallam County Veterans Association.

5.2 Non-Appealable Issues

The following circumstances or facts are not appealable:

a. Less than 12-month residency in Washington state
b. Not a current resident of Clallam County
c. Annual ~~or lifetime limitations have~~ limit has been reached
d. No proof of "legal" Veteran's status as defined in RCW 73.08.005(5).

5.3 Appeal Process – Procedures

The applicant must submit, in writing, a dated and signed statement on an appeal form, provided by the County Employee/Contractor describing in detail any alleged or perceived discrimination, improper treatment and/or reasons they feel they were unjustly denied assistance by the County Employee/Contractor. The appeal form may be submitted by mail or in person at the Commissioners' Office. Upon receipt of said appeal, the County Employee/Contractor will contact the President of the Clallam County Veterans Association or another executive committee member, if the aforementioned is unavailable, to notify them of receipt of the appeal. The Clerk the Board of Commissioners will contact the appellant, in a reasonable and timely manner, to arrange an appeal hearing before the Association, with the County Employee/Contractor present, as soon as feasible, but no later than 30 days after receipt of the appeal document. Said written appeal must be filed within 60 days of the date when the alleged or perceived discrimination, improper treatment, or unjust denial occurred.

At the appeal hearing, the appellant may provide oral and/or written testimony in support of their appeal. After the appeal hearing, the Association will consider the written appeal, oral statements by the appellant and all documentation pertinent to said appeal. After taking evidence and considering all facts of the appeal, policies, and applicable laws, the Association will transmit to the appellant their written decision of the appeal within 30 days of the appeal hearing. The decision of the Association regarding the disposition of the appeal will be binding and final regarding Clallam County and the Veterans' Relief Fund Program.

DRAFT

5.4 Further Appeal (Due Process)

Section 5.3 above in no way limits an applicant's constitutional right of due process of law, as described in the Fifth Amendment of the United States Constitution thereof.

.6 AUTHORIZED USE OF FUNDS

6.1 Assistance Defined

The intent of the original and subsequent legislation regarding the Veterans' Relief Fund, precedent procedures, and interpretations by other counties, actions by the Clallam County Board of Commissioners and a long-standing consensus of the veterans' organizations in this County have defined the use of the Veterans' Relief Fund as an Emergency Assistance Program. Accordingly, each application for assistance will be evaluated by the County Employee/Contractor and designated representatives of the Clallam County Veterans Association in the context of an emergency need.

The Veterans' Relief Fund is intended to be used to provide emergency assistance. It is not intended to be on-going or to provide regular or periodic payments to veterans. It is not intended as a supplemental income source or an annual entitlement. Assistance is generally limited to once every 12 months and any exceptions are at the discretion of the County Employee/Contractor, subject to appeal to the Clallam County Veterans Association.

6.2 Eligible Items/Services for Assistance

Food, shelter, limited emergency medical care, necessary utilities, limited transportation, mental health evaluations to ensure the safety of a veteran, and burial assistance, in accordance with RCW 73.08.070. Other reasonable emergent needs may be considered on a case-by-case basis. These categories of requests are legitimate expenditures of the Relief Fund, are subject to all other rules and regulations listed in this policy, and must be approved by three designated signers of the Clallam County Veterans Association before being sent to the BOCC for approval of the expenditure. The County Employee/Contractor should use prudence and discretion in determining an emergency need and recommend appropriate amounts provided for such relief.

The County Employee/Contractor will not accept "lost or stolen cash," as an emergency to qualify for voucher assistance. Individuals are responsible for the security of their personal funds, just as anyone else would be.

6.3 Maximum Allocation

The maximum financial benefit for emergency assistance for an indigent veteran or family member will not exceed ~~$1,200~~ $1,800 during a 12-month period ~~and $3,600~~

~~over a lifetime~~. Exceptions to these limits may be made with three signatures from designated members of the Clallam County Veterans Association. This exception is not to exceed 20 percent of the annual ~~and lifetime~~ limitations outlined above. Burial and cremation services will not be counted against the restrictions in this paragraph.

6.4 Primary Service Location

All warrants are provided to recipients at the Clallam County Veterans' Center, located at 216 South Francis Street, Port Angeles, WA 98362.

6.5 Schedule of Assistance

A schedule of authorized assistance benefits and maximums for each is maintained as Appendix A to this policy. Recommendations for modification will be made to the Clallam County Board of Commissioners who shall have final authority for approval of uses of the fund and maximum benefits.

6.6 Limited Fund Circumstances

Should the County Employee/Contractor determine that available funds will not be sufficient for the expected eligible expenditures in a given calendar year they shall state the amount of the expected deficiency in writing to the Board of Commissioners and shall describe in said writing a proposed triage method for handling future requests. In the absence of additional funding for the Veterans' Assistance Fund being authorized by the Board, the County Employee/Contractor is authorized to triage requests for such funds pursuant to their proposed triage plan; i.e. pro-rating the amount approved as some pre-established percentage of the amount requested, prioritizing those requests relating to the health and safety of an applicant, or prioritizing payments to pay for food, rent, and utilities.

.7 COUNTY EMPLOYEE/CONTRACTOR POSITION AND DUTIES

7.1 Defined

The County Employee/Contractor shall be the primary program operations manager for the overall daily operation of the Veterans' Relief Fund Program.

7.2 County Employee/Contractor's Decisions and Actions

The County Employee/Contractor shall interpret and apply when appropriate, these Policies and Procedures as liberally as possible when evaluating a veteran's request for assistance. The benefit of doubt may be applied in favor of the veteran, at the County Employee/Contractor's discretion, when circumstances regarding emergent need and eligibility are borderline and/or questionable.

DRAFT

It is the position of the County, that all veterans, who have served our country honorably, deserve to be treated equally, with respect, dignity, compassion, and fairness.

The County Employee/Contractor will use sound judgment and reason in making all decisions regarding applications for assistance from this program and shall consult the Clallam County Veterans Association on any issue which may be deemed questionable regarding policy interpretation.

7.3 Relationship with Veterans' Organizations

The County Employee/Contractor will strive to maintain positive working relationships with the representatives of approved Veterans' Organizations Post/Chapter and with members of the Clallam County Veterans Association.

7.4 Confidentiality

All documents or records submitted to the Veterans Association by or on behalf of an applicant for relief under this policy shall be subject to possible production to a third party requester pursuant to the Washington State Public Records Act (Ch. 42.56 RCW). Certain exemptions may apply to some of the records or documents an applicant may submit. The County Employee/Contractor shall require that all staff, and/or designated representatives working with Veteran's Relief recipients, sign a confidentiality agreement preventing release of protected information.

The agreement shall notify all persons signing the confidentiality agreement that, for the protection of applicants and recipients, they are prohibited from disclosing the identity, contents of any records/files, papers and communications, except for purposes directly connected with the administration of the Veterans' Relief Program.

The Employee/Contractor must take steps to ensure confidentiality of information contained in individual files. Failure to do so may result in immediate termination of the contract or any other remedies available to the County.

DRAFT

APPENDIX A – SCHEDULE OF ASSISTANCE

RELIEF CATEGORIES for applications are detailed below. All requests are classified into one of the following categories: food, rent, utilities, medical, burial, and miscellaneous. These applications will be accepted only on an emergent basis.

FOOD

1. There is no limit to the number of times an applicant can receive assistance for food (unless the annual~~/lifetime limits~~ have been reached); however, the intent of the assistance is to be used on an emergent basis.
2. Assistance is to be used for necessities only. No alcohol, tobacco products, gift cards, or gambling products may be purchased. Sundries may be purchased but should be for necessary items like paper products and toiletries. When picking up the gift card the veteran will be required to sign that the purchases will be in accordance with the policy and the receipt reflecting said purchases will be provided to the County Employee/Contractor to be placed in the veterans file. Purchases of prohibited or questionable items or failure to produce receipts for goods purchased will be documented in the veteran's record and will be considered grounds for termination of assistance.
3. Proper identification must be presented to the vendor at the time of the purchase. No cash, coupon, or credit of any type is to be given.
4. Food vouchers shall be issued as follows:

Single veteran	$150
Spouse of deceased veteran	$150
Single veteran with children	$150+$100 for each non-emancipated, dependent
Married veteran	$250+$100 for each non-emancipated, dependent
Spouse of deceased veteran w/children	$150+$100 for each non-emancipated, dependent
Surviving children of deceased veteran	$100 for each non-emancipated, dependent

5. The County Employee/Contractor will maintain a list of grocery vendors who accept warrants from the County and the veteran will be given a choice of any of the grocers on the list.

RENT

1. Rental payments are used to assist a veteran to remain in a domicile or to provide temporary shelter. Rent assistance is usually given only once a year but in an emergency situation, may be granted more than once.
2. Veteran must be listed on a rental agreement with the property owner, property management firm, or leaseholder.
3. Rent will not be paid to relatives of the applicant.
4. Veteran must show proof of imminent danger of eviction including but not limited to an eviction notice, or landlord statement verifying that the tenant is behind in rent payments.
5. Rent assistance depends upon the circumstances of the applicant and is determined by the County Employee/Contractor.
6. Use of assistance for rental deposits, such as damage and security, is not allowed because there is no accountability for returning the deposit when the veteran vacates the premises.

DRAFT

UTILITIES

1. Utility assistance is granted for electricity, water, and bottled gas such as propane, fuel oil, and firewood. Assistance for electricity, water, and bottled gas is only paid to avoid a shut-off and requires a delinquency notice. The delinquency notice must be dated less than 30 days from the date the veteran requests assistance for that utility. As provided in section 3.6 (c) of this policy if the veteran is unable to pay reasonable costs for utilities because his/her available funds are insufficient the request may be considered without the required delinquency notice. It is the responsibility of the County Employee/Contractor to contact the utility company and verify the amount of assistance required preventing a shut-off after a completed application is received.
2. Telephones are not considered a necessity and do not qualify except when a medical necessity exists, in which case, assistance with local telephone costs can be considered.
3. Use of assistance for utility deposits is not allowed. This is not allowed because there is no accountability when a veteran vacates premises.

MEDICAL/MENTAL HEALTH ASSISTANCE

1. Medical assistance may be granted to aid qualified applicants for the purchase of medical necessities on an emergency basis.
2. Assistance may be provided for:
   - Prescriptions
   - Overdue medical/dental bills (billed within the last 12 months)
   - Eye glasses, denture repair, other medical appliances, as approved
   - Mental health evaluations to ensure the safety or stability of the veteran

BURIAL

Up to $800 (but not less than $300 as mandated by RCW 73.08.070) may be paid to the indigent spouse, dependent children, family member or friend who pays for burial expenses of an indigent veteran, his/her spouse, or child. This allowance is to assist with burial expenses and requires a copy of the death certificate and internment or cremation billings. If the person requesting assistance has applied and/or received reimbursement from the Veterans Administration (VA) for funeral costs, that amount will be deducted prior to the assistance being considered.

Before this authorization is allowed, the County Employee/Contractor will connect the indigent veteran, his/her spouse, or dependent with a local veteran's service organization in order to establish qualification for VA burial benefits.

MISCELLANEOUS

Miscellaneous assistance includes travel, clothing, and tools under the following circumstances:

a. Travel expenses are allowed for unusual medical purposes. Assistance is granted either by purchase of a ticket for public transportation or by providing a gift card to purchase adequate amounts of fuel to perform travel.
b. Purchase of clothing and/or tools necessary for a veteran to become or remain employed. This benefit is not extended to non-veteran spouses and/or dependents

DRAFT

c. Clallam County Transit bus passes for job search and/or transportation to and from employment.

DRAFT

5
11/21/22

AGENDA ITEM SUMMARY

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

Department: Auditor

WORK SESSION [X] **Meeting Date: 11/21/2022**

REGULAR AGENDA [X] **Meeting Date: 11/29/2022**

Required originals approved and attached? [X]
Will be provided on:

Item summary:

- [ ] Call for Hearing
- [ ] Contract/Agreement/MOU - Contract #
- [X] Resolution
- [ ] Proclamation
- [ ] Budget Item
- [ ] Draft Ordinance
- [ ] Final Ordinance
- [ ] Other

Documents exempt from public disclosure attached: [ ]

Executive summary:
RCW 36.32.210 sets out the requirements for an inventory of County capitalized assets and requires that the Board of Commissioners certify and file the inventory with the Auditor Annually.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** [ ]
No budgetary impact.

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

County Official signature & print name: Shoona Riggs, Auditor

Name of Employee/Stakeholder attending meeting: Karen Wahlsten

Relevant Departments: Auditor

Date submitted: 11/09/2022

RESOLUTION _____, 2022

CERTIFYING COUNTY CAPITALIZED ASSET INVENTORY AS OF DECEMBER 31, 2021

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 36.32.210 sets out the requirements for an inventory of county capitalized assets and requires that the Board of Commissioners certify and file the inventory with the Auditor annually.

2. The Auditor has conducted a full and complete inventory as of December 31, 2021 and presented it to the Board of Commissioners.

3. The Board has examined the attached inventory as prepared by various departments in Clallam County and compiled by the Auditor's office and believed it to be true and correct.

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

1. That the Board certifies the attached inventory as presented and files the same with the Auditor.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

Fixed Assets Master File
12/31/2021
Items Over $5,000

2021

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	acc depn	nbv	2021 depn	fed source	2% on depn'd
00100.211	Assessor		True Automation Software		13	2009	10	2019	403,043	ASSR		3		362,739	40,304	0	0	
00100.211	Assessor		Canon IRAC/5000 Copier	JRA02170	13	2013	5	2018	10,100	ASSR		3		9,090	1,010	0	0	
00100.211	Assessor		Office cubicles		31	2015	7	2022	9,704	ASSR		3		7,486	2,218	1,248		
00100.211	Assessor		Cannon IRAC 3530 Copier	2GU04851	13	2019	5	2024	6,614	ASSR		3		2,381	4,233	1,191	0	
									429,461					381,695	47,765			
00100.221	Auditor		Votec Voter Registration System		45	2005	7	2012	89,213	AUDITOR		1		80,292	8,921	0	0	
00100.221	Auditor		Counter Remodel		700	2007	15	2022	25,468	AUDITOR		1		21,393	4,075	1,528	-1,528	
00100.221	Auditor	AGIC10	Agilis Ballot Sorting Machine		45	2020	10	2030	130,980	ELECTIONS		1		11,788	119,192	11,788	-11,788	
00100.221	Auditor	AGIC10	Agilis Ballot Sorting Machine		45	2020	10	2030	130,980	ELECTIONS		2		11,788	119,192	11,788	0	
									376,642					125,262	251,380			
00100.231	Treasurer		Canon Copier IRAC5240	RRD08319	13	2015	7	2022	10,020	TREAS		3		7,730	2,290	1,288	0	
00100.231	Treasurer		Office cubicle wall panels		31	2019	7	2026	8,904	TREAS		3		2,290	6,614	1,145		
									18,924					10,019	8,905			
00100.241	Commissioners	300	Historic Courthouse		500	1914	99	2013	67,237			7		60,513	6,724	0	0	
00100.241	Commissioners	301	New Courthouse		500	1980	50	2030	11,031,994			7		8,141,612	2,890,382	198,576	0	
00100.241	Commissioners	302	Lincoln Center Parking Lot		700	1970	20	1990	20,000			7		18,000	2,000	0	0	400
00100.241	Commissioners	303	New Courthouse Parking Lot		700	1979	20	1999	107,000			7		96,300	10,700	0	0	2,140
00100.241	Commissioners	304	New Courthouse Landscaping		700	1980	20	2000	78,000			7		70,200	7,800	0	0	1,560
00100.241	Commissioners	306	Jail Annex Parking	312 Fund	700	1989	20	2009	15,586			2		14,027	1,559	0	0	312
00100.241	Commissioners	308	Water Treatment System	301 Fund-Fed	500	1987	10	1997	7,405	AIRC		1		6,665	741	0	0	
00100.241	Commissioners	309	Upgrade Air Conditioning	301 Fund-Fed	500	1987	5	1992	9,793	CSPW		1		8,814	979	0	0	
00100.241	Commissioners	320	Historic Courthouse Remodel 19414-8	143903-9	500	1990	15	2005	239,700			6		215,730	23,970	0	0	4,794
00100.241	Commissioners	322	Asbestos Abatement		500	1989	30	2019	5,929			6		5,336	593	0	0	
00100.241	Commissioners	330	Storage Annex 66127-87	16358-8 312 Fund-State	500	1989	15	2004	237,881	JAIL		2		214,093	23,788	0	0	4,758
00100.241	Commissioners	340	Superior Court Upgrade		500	1989	15	2004	10,202	N-CH		6		9,182	1,020	0	0	204
00100.241	Commissioners	341	Jail Facility Upgrade	89-1931, 90-30	500	1991	15	2006	63,038	N-CH		2		56,734	6,304	0	0	1,261
00100.241	Commissioners	350	Law Library to Family Court		500	1991	25	2016	26,573	N-CH		6		23,916	2,657	0	0	
00100.241	Commissioners	351	Juvenile Detention Facility		500	1994	48	2042	5,241,548	JD		6		2,653,534	2,588,014	98,279	0	
00100.241	Commissioners	352	Facility Landscaping		700	1994	20	2014	67,000	JD		6		60,300	6,700	0	0	
00100.241	Commissioners	353	Parking Lot & Site Concrete		700	1994	20	2014	87,300	JD		6		78,570	8,730	0	0	
00100.241	Commissioners	357	Juvenile Probation Hall	W/ Addition 1984	500	1967	50	2017	154,563	OJD		7		139,107	15,456	0	0	
00100.241	Commissioners	358	Reroof/Remodel Hall 35838-87	REET & Capital Project Fu	500	1988	30	2018	45,477	OJD		6		40,929	4,548	0	0	
00100.241	Commissioners	359	Security Upgrades	32300-89	500	1990	10	2000	49,494	OJD		6		44,545	4,949	0	0	990
00100.241	Commissioners	362	New Juvenile Hall	1990/91 17,993	500	1992	5	1997	174,592			6		157,133	17,459	0	0	3,492
00100.241	Commissioners	363	Sewer System Upgrades (cb/s)	310 REET Fund	700	1987	15	2002	41,068			6		36,961	4,107	0	0	
00100.241	Commissioners	852	Part New Courthouse Land	063000645550	600				91,060			7			91,060	0	0	
00100.241	Commissioners	854	Part New Courthouse Land	063000646700	600				192,000			7			192,000	0	0	
00100.241	Commissioners	856	L 16-18, BL 67 Leightons Subd	063000650070	600				30,000			7			30,000	0	0	
00100.241	Commissioners	1208	Lot 1 Moylan Short Plat	073006419025	600				9,000			7	073006419010 prior parcel #		9,000	0	0	
00100.241	Commissioners	1210	Lot 2 Moylan Short Plat	073006419025	600				9,000			7	073006419020 prior parcel #		9,000	0	0	
00100.241	Commissioners	1734	Lot 12 Bl.3 Maple Haven	132916500390	600	1985			17,500			7		15,750	1,750	0	0	
00100.243	Port Crescent Cemetary		Riding lawn mower		19	2012	10	2022	5,319	PCC		3		4,308	1,011	479	0	
00100.241	Commissioners		Canon IRAC2522A Color Copier System	NP2188	13	2016	7	2023	14,384	BOCC		3		9,247	5,137	1,849	0	
									18,149,643					12,181,504	5,968,138			
00100.331	DCD Administration	2	Spacesaver Filing System	Model S/2-MA	31	1993	20	2013	9,942	DCD		3		8,948	994	0	0	
00100.331	DCD Permit Center		Canon IRAC 55501 Image Runner	2JG26837	13	2019	5	2024	10,367	DCD		3		3,732	6,635	1,866	0	
00100.333	DCD Administration		Canon MPF Scanner/Printer	K4079751 BAAS0296	13	2015	5	2020	9,821	GIS		3		8,839	982	0	0	
									30,130					21,519	8,611			
00100.332	DCD Environmental Quality	213	Parcel-Jeffrey Gilman	043125 350150	600	2004		2004	101,001	DUNG		2			101,001	0	0	
00100.332	DCD Environmental Quality		Parcel-Philip Gerson	043125 350120	600	2004		2004	138,104	DUNG		2			138,104	0	0	
00100.332	DCD Environmental Quality	214	Parcel-Dennis Secord	043136 150010/30	600	2003		2003	79,899	DUNG		2			79,899	0	0	
00100.332	DCD Environmental Quality	215	Parcel-Joseph Lujan	043125 350100	600	2003		2003	96,422	DUNG		2			96,422	0	0	
00100.332	DCD Environmental Quality		Parcel - Lehman	043125-350190	600	2005			140,326	DUNG		2			140,326	0	0	
00100.332	DCD Environmental Quality		Parcel - Rausch	043125-350440	600	2005			131,166	DUNG		2			131,166	0	0	
00100.332	DCD Environmental Quality		Parcel - Dai	043125-350140/350050	600	2005			181,039	DUNG		2			181,039	0	0	
									867,957					0	867,957			
00100.411	Information Technology	965	AT&T Telephone G3I		28	1995	15	2010	242,656	CS		3	Under 106-000-0	218,390	24,266	0	0	
00100.411	Information Technology	1311	Infocus LP-720 Projector	1S4GG15794	31	1997	5	2002	7,152	CS		3	Under 106-000-0	6,437	715	0	0	
00100.411	Information Technology	1944	Wrightline Shelves		31	1998	15	2013	5,727	CS		4	Under 106-000-0	5,154	573	0	0	
00100.411	Information Technology	2321	Cisco Ethernet Backbone Chasis	SCA1044204WK	13	2000	5	2005	44,318	CS		6	Under 501-000-0	39,886	4,432	0	0	
00100.411	Information Technology	2357	APC UPS Symmetra		13	2001	5	2006	16,187	CS		6	Under 501-000-0	14,568	1,619	0	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	2021 nbv	2021 depn	fed source	2% on depn'd
00100.411	Information Technology	2361	IBM iSeries Model 270		13	2002	5	2007	46,594	Pencom		4		41,935	4,659	0	0	
00100.411	Information Technology	2364	Cisco Shorthaul Router SX GBIC	WS-G5484	13	2003	5	2008	12,746	INFO	TECH	3		11,471	1,275	0	0	
00100.411	Information Technology	2365	Cisco Router	WS-X64048A-GBIC	13	2003	5	2008	5,162	INFO	TECH	3		4,646	516	0	0	
00100.411	Information Technology	2368	Cisco Video Conference Gateway	IPVC-3521-GW-4B	34	2004	7	2011	9,116	INFO	TECH	3		8,204	912	0	0	
00100.411	Information Technology		Cannon IR3570 Copier & Finisher	SKV07239 THQ27110	13	2006	5	2011	6,479	COMMIS		3		5,831	648	0	0	
00100.411	Information Technology		Blade Center (multiple pieces)		13	2006	7	2013	20,000	INFO	TECH	3	vendor govconne	18,000	2,000	0	0	
00100.411	Information Technology		Canon IRAC 5030 copier	GNG52042	13	2011	5	2016	6,792	IT		3		6,113	679	0	0	
									422,929					380,636	42,293			
00100.461	Human Resources		Canon IRC255iF Copier & Finisher	~~WKN02367~~ WS05974	13	2018	5	2023	6,384	RM		3		3,447	2,937	1,149	0	
									6,384					3,447	2,937			
00100.511	Environmental Health	1	Millipore Elix Advantage 3	SQL30378KJZ662687	28	2016	15	2031	6,387	EHLB		3		1,916	4,471	383	0	
00100.511	Environmental Health		LABCONCO Dishwasher		28	2005	7	2012	5,245	EHLB		3		4,721	525	0	0	
00100.511	Environmental Health		Flo-Mate 2000		28	2006	7	2013	5,010	EHLB		3		4,509	501	0	0	
									16,642					11,146	5,496			
00100.911	Parks & Facilities	47	Maintenance Shop	D	510	1972	25	1997	12,000	CDJ		7		10,800	1,200	0	0	240
00100.911	Parks & Facilities	133	Restroom Picnic Area		540	1985	30	2015	47,531	FWB		2		42,778	4,753	0	0	
00100.911	Parks & Facilities	138	Salt Creek Shop		590	1997	20	2017	57,849	SC		3		52,064	5,785	0	0	
00100.911	Parks & Facilities	145	Dungeness Shop 32X20		520	1971	20	1991	18,000	DUN		7		16,200	1,800	0	0	360
00100.911	Parks & Facilities	149	Restroom #3 22X17	Dungeness	520	1973	20	1993	16,000	DUN		7		14,400	1,600	0	0	320
00100.911	Parks & Facilities	150	Covered Shelter 28X20	Dungeness	520	1973	20	1993	14,000	DUN		7		12,600	1,400	0	0	280
00100.911	Parks & Facilities	151	Renovation Rstrm,Picnic,Parking	Incl 3 Shelters	540	1986	20	2006	24,765	FWB		1		22,289	2,477	0	0	495
00100.911	Parks & Facilities	242	Dream House Cabin	B1	510	1981	30	2011	19,900	CDJ		7		17,910	1,990	0	0	
00100.911	Parks & Facilities	243	Crazy House Cabin	B2	510	1981	30	2011	19,900	CDJ		7		17,910	1,990	0	0	
00100.911	Parks & Facilities	244	Neyanda Cabin	B3	510	1981	30	2011	19,900	CDJ		7		17,910	1,990	0	0	
00100.911	Parks & Facilities	245	Big Dipper Restroom	RR#2	510	1981	30	2011	22,600	CDJ		7		20,340	2,260	0	0	
00100.911	Parks & Facilities	246	Trough Restroom	RR#1	510	1981	30	2011	22,600	CDJ		7		20,340	2,260	0	0	
00100.911	Parks & Facilities	247	Roganunda Cabin	7	510	1981	30	2011	19,900	CDJ		7		17,910	1,990	0	0	
00100.911	Parks & Facilities	248	Willan Cabin	8	510	1981	30	2011	19,900	CDJ		7		17,910	1,990	0	0	
00100.911	Parks & Facilities	250	Fire Pump House		510	1981	30	2011	31,200	CDJ		7		28,080	3,120	0	0	
00100.911	Parks & Facilities	256	Trails End Cabin	9	510	1981	30	2011	19,900	CDJ		7		17,910	1,990	0	0	
00100.911	Parks & Facilities	257	Duplex Residence	Beehive 11	510	1981	30	2011	79,510	CDJ		7		71,559	7,951	0	0	
00100.911	Parks & Facilities	258	Lodge, Kitchen, Dining Room	Qui Si Sana	510	1981	30	2011	407,305	CDJ		7		366,575	40,731	0	0	
00100.911	Parks & Facilities	267	Chipseal Parking Lot		725	1984	5	1989	5,164	CLIN		7		4,648	516	0	0	103
00100.911	Parks & Facilities	268	Ramp/Dock/Parking Lot Upgrade	63-0150/0170	755	1990	20	2010	5,279	LP		2		4,751	528	0	0	
00100.911	Parks & Facilities	276	Trailer Shelter		510	1982	30	2012	11,108	CDJ		7		9,997	1,111	0	0	
00100.911	Parks & Facilities	281	Boat Ramp, Fence, Water System		740	1985	15	2000	39,636	FWB		2		35,672	3,964	0	0	793
00100.911	Parks & Facilities	283	Salt Creek Restroom #2 16 X 30		590	1983	20	2003	40,000	SC		7		36,000	4,000	0	0	800
00100.911	Parks & Facilities	289	Storage Building 12 X 20		570	1983	20	2003	7,500	PP		7		6,750	750	0	0	150
00100.911	Parks & Facilities	290	Boat Ramp		770	1983	25	2008	10,000	PP		7		9,000	1,000	0	0	200
00100.911	Parks & Facilities	307	Additional Work on Boat Ramp		740	1986		1986	9,729	FWB		4		8,756	973	0	0	195
00100.911	Parks & Facilities	334	1984 Guerdon Mobile Home 28X65		500	1988	20	2008	34,033	SC		4		30,630	3,403	0	0	
00100.911	Parks & Facilities	342	Mobile Home	6406 Skyline	520	1997	20	2017	52,555	DUN		3		47,300	5,256	0	0	
00100.911	Parks & Facilities	360	Vault Toilet	Billed 92 - 1869	580	1991	20	2011	10,127	PW		3		9,114	1,013	0	0	
00100.911	Parks & Facilities	361	Restroom #3		590	1991	25	2016	103,136	SC		3		92,822	10,314	0	0	
00100.911	Parks & Facilities	387	Fence		720	1994	15	2009	6,734	DUN		3		6,061	673	0	0	
00100.911	Parks & Facilities	388	Fence		790	1994	15	2009	8,425	SC		3		7,583	843	0	0	
00100.911	Parks & Facilities	391	Wheeler Park Property		600	1994		1994	15,194	WP		3			15,194	0	0	
00100.911	Parks & Facilities	407	Restroom #2		520	1999	25	2024	100,752	DUN		3		79,796	20,956	3,627	0	
00100.911	Parks & Facilities	408	Jail Remodel		500	1998	25	2023	552,596	JAIL		3		457,549	95,047	19,893	0	
00100.911	Parks & Facilities	409	Historic Courthouse Remodel		500	1999	25	2024	57,358	CH		3		45,428	11,930	2,065	0	
00100.911	Parks & Facilities	410	Historic Courthouse Basement Remodel		500	1999	25	2024	7,157	CH		3		5,668	1,489	258	0	
00100.911	Parks & Facilities	411	Historic Courthouse Exterior		500	1999	25	2024	178,890	CH		3		141,681	37,209	6,440	0	
00100.911	Parks & Facilities	413	Lighting Retrofit		700	1998	20	2018	113,506	CH		3		102,155	11,351	0	0	
00100.911	Parks & Facilities	414	Utilities		765	1998	50	2048	5,350	RHF		3		2,215	3,135	96	0	
00100.911	Parks & Facilities	415	Fence		765	1998	20	2018	10,643	RHF		3		9,579	1,064	0	0	
00100.911	Parks & Facilities	416	Parking Lot		765	1998	20	2018	21,904	RHF		3		19,714	2,190	0	0	
00100.911	Parks & Facilities	422	Historic CH Dome & Clock Repair		500	1999	25	2024	21,519	CH		3		17,043	4,476	775	0	
00100.911	Parks & Facilities	423	Historic Courthouse Interior		500	1999	25	2024	190,334	CH		3		150,745	39,589	6,852	0	
00100.911	Parks & Facilities	424	Bunk Replacement SDU/Jail		4	1999	20	2019	11,867	JAIL		3		10,680	1,187	0	0	
00100.911	Parks & Facilities	425	Medical Room Air System/Jail		10	1999	15	2014	6,836	JAIL		3		6,152	684	0	0	
00100.911	Parks & Facilities	426	Manager's Residence Camp David, Jr		510	1999	25	2024	44,927	CDJ		3		35,582	9,345	1,617	0	
00100.911	Parks & Facilities	426	Manager's Residence Camp David, Jr		510	2000	40	2040	23,098	CDJ		3		10,914	12,184	520	0	
00100.911	Parks & Facilities	427	Staff Cabin Replacement		510	1999	25	2024	33,220	CDJ		3		26,310	6,910	1,196	0	
00100.911	Parks & Facilities	428	Skylights Replacement		510	1999	20	2019	7,943	CDJ		3		7,149	794	0	0	
00100.911	Parks & Facilities	429	Lodge Front Stairway Replace		510	1999	20	2019	11,975	CDJ		3		10,778	1,198	0	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
00100.911	Parks & Facilities	430	Robin Hill Farm Improvements		765	1999	20	2019	13,052	RHF		3		11,747	1,305	0	0	
00100.911	Parks & Facilities	431	Vault Toilet - Quillayute		735	1999	20	2019	12,269	QUIL		2		11,042	1,227	0	0	
00100.911	Parks & Facilities	435	Water System - Camp David Jr		710	1999	20	2019	20,261	CDJ		3		18,235	2,026	0	0	
00100.911	Parks & Facilities	447	Vault Toilet - Cline Spit		725	2000	20	2020	12,152	CLIN		3		10,937	1,215	0	0	
00100.911	Parks & Facilities	448	Vault Toilet - Pillar Point		770	2000	20	2020	23,781	PP		3		21,403	2,378	0	0	
00100.911	Parks & Facilities	449	Lake Pleasant Park Renovation		755	2000	20	2020	165,167	LP		2		148,650	16,517	0	0	
00100.911	Parks & Facilities	450	Camp David Lodge Reroof		510	2000	30	2030	29,798	CDJ		3		18,773	11,025	894	0	
00100.911	Parks & Facilities	451	Salt Creek Reroofs/House/RR/Shel		590	2000	30	2030	29,235	SC		3		18,418	10,817	877	0	
00100.911	Parks & Facilities	454	Playground - Dungeness		720	2000	15	2015	8,389	DUN		3		7,550	839	0	0	
00100.911	Parks & Facilities	457	Water System - Camp David Jr		710	2000	20	2020	28,525	CDJ		3		25,673	2,853	0	0	
00100.911	Parks & Facilities	459	Water Heater/Boiler - Jail		700	2000	15	2015	12,995	BM		3		11,696	1,300	0	0	
00100.911	Parks & Facilities	650	Taylor Cutoff Property/ 3 waters		600	1995		1995	20,625	RTC		3			20,625	0	0	
00100.911	Parks & Facilities	700	PT Voice of America/Dungeness	043133140000	600	1959		1959	81,375	DUN		7			81,375	0	0	
00100.911	Parks & Facilities	710	PT Voice of America/Dungeness	043133410000	600				27,125	DUN		7			27,125	0	0	
00100.911	Parks & Facilities	1120	PT Salt Creek	083121410000	600	1958		1958	8,000	SC		7			8,000	0	0	
00100.911	Parks & Facilities	1130	PT Salt Creek	083122230000	600	1958		1958	14,500	SC		7			14,500	0	0	
00100.911	Parks & Facilities	1140	PT Salt Creek	083122320000	600	1958		1958	15,000	SC		7			15,000	0	0	
00100.911	Parks & Facilities	1148	PT Lot 4 25-31-8 Freshwater	083125430000	600	1983		1983	156,900	FWB		7			156,900	0	0	
00100.911	Parks & Facilities	1152	Freshwater Bay Tidelands Par A/B	083125420080	600	1988		1988	40,000	FWB		2			40,000	0	0	
00100.911	Parks & Facilities	1300	Camp David, Jr.	093030500050	600	1935		1935	30,000	CDJ		7			30,000	0	0	
00100.911	Parks & Facilities	1625	Clallam Bay	123220510000	600	1984		1984	76,276	CB		7			76,276	0	0	
00100.911	Parks & Facilities	1700	Lot 33 Lake Pleasant	133035500117	600	1983		1983	12,500	LP		7			12,500	0	0	
00100.911	Parks & Facilities	1705	Lot 34 Lake Pleasant	133035500118	600	1989		1989	14,696	LP		4			14,696	0	0	
00100.911	Parks & Facilities	1900	Quillayute River Property	152824340075	600	1997		1997	84,306	QUIL		3			84,306	0	0	
00100.911	Parks & Facilities	5082	Fluid Cooler		10	1996	20	2016	7,769	JUV		3		6,992	777	0	0	
00100.911	Parks & Facilities	5085	Seal Coating Parking Lot		700	1996	10	2006	24,081	PKLT		3		21,673	2,408	0	0	482
00100.911	Parks & Facilities	6000	McCool Prop Ct Park (Robin Hill)	Land	600	1997		1997	914,332	RHF		3			914,332	0	0	
00100.911	Parks & Facilities	6000	McCool Prop Ct Park (Robin Hill)	Buildings	500	1997	25	2022	135,000	RHF		3		116,640	18,360	4,860	0	
00100.911	Parks & Facilities	6026	District Court Remodel		500	1997	20	2017	10,015	CH		3		9,014	1,002	0	0	
00100.911	Parks & Facilities	6027	Bird Deterrents-Courthouse		500	2001	15	2016	7,205	CH		3		6,485	721	0	0	
00100.911	Parks & Facilities	6028	Roof Replacements-Camp David, Jr		500	2001	30	2031	17,694	CDJ		3		10,616	7,078	531	0	
00100.911	Parks & Facilities	6029	Replace Floor Coverings-Courthouse		500	2001	25	2026	5,724	CH		3		4,121	1,603	206	0	
00100.911	Parks & Facilities	6030	Parking Lot Repair-Courthouse		700	2001	10	2011	12,457	CH		3		11,211	1,246	0	0	
00100.911	Parks & Facilities	6031	Piling/Float Repair-Camp David, Jr.		800	2001	20	2021	12,921	CDJ		3		11,629	1,292	581	0	
00100.911	Parks & Facilities	6032	Relocate Dump Station-Dungeness		700	2001	30	2031	17,031	DUN		3		10,219	6,812	511	0	
00100.911	Parks & Facilities	6033	Replace Beach Handrails-Salt Creek		700	2001	15	2016	12,615	SC		3		11,354	1,262	0	0	
00100.911	Parks & Facilities		Canon IRAC3530I Color	WSB05974	13	2018	5	2023	5,878	CH		3		3,174	2,704	1,058	0	
									4,750,904					2,760,954	1,989,950			
00100.912	Fair	80	Water Lines,Hydrant,Fire System	1983/1984	730	1983	30	2013	10,996	FAIR		7		9,896	1,100	0	0	
00100.912	Fair	93	Security Fencing 1350 Feet	63-2020	730	1992	25	2017	19,040	FAIR		3		17,136	1,904	0	0	
00100.912	Fair	154	Sewer Update		730	1987	15	2002	27,893	FAIR		4		25,104	2,789	0	0	558
00100.912	Fair	198	Roof Agriculture Building		730	1993	30	2023	5,453	FAIR		3		4,581	872	164	0	
00100.912	Fair	216	Irrigation System		730	1998	25	2023	13,695	FAIR		3		11,339	2,356	493	0	
00100.912	Fair	217	Parking Lot Improvements		730	1998	20	2018	10,000	FAIR		3		9,000	1,000	0	0	
00100.912	Fair	1000	West Restroom		530	1999	25	2024	68,751	FAIR		3		54,451	14,300	2,475	0	
00100.912	Fair	1001	Completion of West Restroom		530	2000	25	2025	52,138	FAIR		3		39,416	12,722	1,877	0	
00100.912	Fair	1010	Home Arts Building		530	1983	50	2033	71,424	FAIR		7		48,854	22,570	1,286	0	
00100.912	Fair	1040	Merchants Building	1983/1984	530	1946	25	1971	19,925	FAIR		7		17,933	1,993	0	0	399
00100.912	Fair	1072	Kitchen Improvements	62-2040	530	1992	15	2007	7,763	FAIR		3		6,987	776	0	0	155
00100.912	Fair	1081	Replace north wall horsebarn #1		530	1990	25	2015	7,672	FAIR		4		6,905	767	0	0	
00100.912	Fair	1082	Merchant's Annex		530	1995	20	2015	9,705	FAIR		3		8,735	971	0	0	
00100.912	Fair	1083	Art Building Roof		500	1997	25	2022	16,725	FAIR		3		14,450	2,275	602	0	
00100.912	Fair	1100	Shop Building		530	1983	30	2013	6,252	FAIR		7		5,627	625	0	0	
00100.912	Fair	1110	House W/ Remodeling	1984	530	1973	50	2023	8,585	FAIR		7		7,417	1,168	155	0	
00100.912	Fair	1130	4-H Dog Building		530	1977	50	2027	32,160	FAIR		7		25,471	6,689	579	0	
00100.912	Fair	1180	Goat Barn & Slab 1982		530	1976	50	2026	31,800	FAIR		7		25,758	6,042	572	0	
00100.912	Fair	1190	Draft Horse Barn		530	1977	50	2027	32,000	FAIR		7		25,344	6,656	576	0	
00100.912	Fair	1201	Horse Barn #3		530	1995	25	2020	43,881	FAIR		3		39,493	4,388	0	0	
00100.912	Fair	1202	Horse Barn #2		531	1997	36	2033	193,192	FAIR		1		115,915	77,277	4,830	-4,830	
00100.912	Fair	1203	Cattle Barn		531	1997	36	2033	193,192	FAIR		1		115,915	77,277	4,830	-4,830	
00100.912	Fair	1230	Storage Bldg		530	1972	40	2012	15,000	FAIR		7		13,500	1,500	0	0	
00100.912	Fair	1240	Rest Room		530	1976	40	2016	10,000	FAIR		7		9,000	1,000	0	0	
00100.912	Fair	1290	Exposition Hall		530	1991	25	2016	218,891	FAIR		4		197,002	21,889	0	0	
00100.912	Fair	1340	New Grandstand		530	1984	25	2009	226,009	FAIR		7		203,408	22,601	0	0	
00100.912	Fair	1392	Portable Stage (Risers)		730	1997	10	2007	5,567	FAIR		3		5,010	557	0	0	
00100.912	Fair	1400	Airport Parking		730	1997	20	2017	29,812	FAIR		3		26,831	2,981	0	0	
00100.912	Fair	1401	Irrigation System		730	1997	20	2017	11,421	FAIR		3		10,279	1,142	0	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
00100.851	Fair from JUVY 2007	202	Traulsen Refrigerator Freezer	RDT232WUT/T572130G9	21	1999	15	2014	8,000	FAIR		4		7,200	800	0	0	
00100.912	Fair	1404	Irrigation Improvements		730	2000	15	2015	7,179	FAIR		3		6,461	718	0	0	
00100.912	Fair	1404	Rabbit/Poultry Barn		530	2001	32	2033	64,366	FAIR		3		36,206	28,160	1,810	0	
									1,478,487					1,150,623	327,864			
00100.811	Sheriff/Operations	820	Radio, Repeater, Ellis 2	482CSJ0110	35	1992	10	2002	5,197	OFFI		4		4,677	520	0	0	
00100.811	Sheriff/Operations	966	Evidence & Records Shelving		31	1995	20	2015	9,236			3		8,312	924	0	0	
00100.811	Sheriff/Operations	969	Wells Cargo Enclosed Trailer	1WC200M20V4028060	41	1996	20	2016	20,000	DTF		3		18,000	2,000	0	0	
00100.811	Sheriff/Operations	970	Records Storage System		31	1997	10	2007	11,105	KG01		3		9,995	1,111	0	0	
00100.811	Sheriff/Operations	977	Evidence Shelving		31	1998	20	2018	50,921	EVID		3		45,829	5,092	0	0	
00100.811	Sheriff/Operations	978	Security Remodel		700	1998	20	2018	71,782	ADMI		3		64,604	7,178	0	0	
00100.811	Sheriff/Operations		Crime Mapping Software		13	2007	5	2012	5,420			3		4,878	542	0	0	
00100.811	Sheriff/Operations		Evidence Shelving		31	2007	5	2012	21,845			3		19,661	2,185	0	0	
00100.811	Sheriff/Operations		Bloodborne Pathogen Drying System		28	2008	7	2015	5,015			3		4,513	501	0	0	
00100.811	Sheriff/Operations		Fingerprint machine	00103	24	2010	5	2015	18,749			1		16,874	1,875	0	0	
00100.811	Sheriff/Operations		Canon IRAC5240	RRD08339	13	2015	7	2022	10,122			3		7,809	2,314	1,301	0	
00100.811	Sheriff/Operations		Firearm Simulator upgrade		24	2016	5	2021	13,008			3		11,707	1,301	2,341	0	
00100.811	Sheriff/Operations		Canon IRAC5240A NP 2198		13	2016	7	2023	8,755			3		5,629	3,127	1,126	0	
00100.811	Sheriff/Operations		Prefab storage building		500	2017	20	2037	10,960			3		1,973	8,988	493	0	
00100.811	Sheriff/Operations		Trimble Forensics TX6 Range Scanner Pkg	94616201	24	2018	10	2028	63,812			3		17,229	46,583	5,743	0	
00100.811	Sheriff/Operations		Canon IRA 45511 Image Runner Copier	UMW05903	13	2018	5	2023	7,153			3		3,863	3,290	1,288	0	
00100.811	Sheriff/Operations		Evidence Management Barcode System		13	2019	10	2029	24,373			3		4,387	19,986	2,194	0	
00100.811	Sheriff/Operations		2021 Combination Restroom Trailer	5NHUCN019MN108055	2	2020	25	2045	25,998	SAR		1		936	25,062	936	-936	
00100.811	Sheriff/Operations		APX8500 all bank MP mobile radio	681WF5616	35	2020	7	2027	5,486	CCSO		3		705	4,781	705	0	
00100.811	Sheriff/Operations		APX8500 all bank MP mobile radio	681WF5617	35	2020	7	2027	5,486	CCSO		3		705	4,781	705	0	
00100.811	Sheriff/Operations		Repeater & Transmitter		35	2020	7	2027	5,805	CCSO		3		746	5,059	746	0	
00100.811	Sheriff/Operations		APX8000 all band handheld radio	527CWZ3160	35	2020	7	2027	5,761	CCSO		3		741	5,020	741	0	
00100.811	Sheriff/Operations		APX8000 all band handheld radio	527CWZ3161	35	2020	7	2027	5,761	CCSO		3		741	5,020	741	0	
00100.811	Sheriff/Operations		Canon Copier	2UR05354	13	2020	7	2027	5,633	OPNET		3		724	4,909	724	0	
									417,383					255,237	162,146			
00100.813	Sheriff - Animal Control		SWAB Wagon		2	2008	5	2013	15,409			3		13,868	1,541	0	0	
									15,409					13,868	1,541			
00100.814	Sheriff - Search and Rescue		1999 Chevrolet Suburban	1GNFK16R2XJ496785	2	2009	10	2019	9,700			3		8,730	970	0	0	
00100.814	Sheriff - Search and Rescue		2010 Ford Truck Super Duty	1FTSWBY5AEB2721	2	2018	10	2028	26,293			3		7,099	19,194	2,366	0	
									35,993					15,829	20,164			
00100.815	Sheriff/Jail	228	Freezer 7' 9" X 9' 8"		21	1997	10	2007	5,408	KIT3		3		4,867	541	0	0	
00100.815	Sheriff/Jail		Steam Table		21	2008	10	2018	5,005			3		4,505	501	0	0	
00100.815	Sheriff/Jail		Electric Pallet Lift		21	2008	10	2018	5,613			3		5,052	561	0	0	
00100.815	Sheriff/Jail		Jail lobby pass through		28	2010	10	2020	5,707			3		5,137	571	0	0	
00100.815	Sheriff/Jail		60 qt electric mixer		21	2011	10	2021	18,200			3		16,380	1,820	1,638	0	
00100.815	Sheriff/Jail		Electric Kettle		21	2011	10	2021	11,335			3		10,202	1,134	1,020	0	
00100.815	Sheriff/Jail		Canon C5030 copier	(21)GNG65926	13	2012	5	2017	6,699			3		6,029	670	0	0	
00100.815	Sheriff/Jail		Loadtrail dump trailer		41	2017	10	2027	7,312			3		2,632	4,680	658	0	
00100.815	Sheriff/Jail		2020 Ford X2C Transit 12-passenger	1FBAX2CG2LKA15424	2	2020	5	2025	41,437			2		7,459	33,978	7,459	0	
00100.815	Sheriff/Jail		Contraband Detection System	FSFG-07-1866	28	2020	7	2027	10,875			3		1,398	9,476	1,398	0	
									117,591					63,660	53,931			
00100.816	Sheriff/Jail Medical		Medical Records System		28	2016	10	2026	10,125			3		4,556	5,568	911	0	
00100.816	Sheriff/Jail Medical		Medical Records System		28	2017	9	2026	30,473			3		12,189	18,284	3,047		
									40,598					16,745	23,853			
00100.817	Sheriff Emergency Services		Smartboard	SB685R2719266	13	2011	5	2016	6,110	EMGM		3		5,499	611	0	0	
00100.817	Sheriff Emergency Services		1997 Freightliner Ambulance	VH6704028	2	2015	5	2020	12,531	SAR		1		11,278	1,253	0	0	
00100.817	Sheriff Emergency Services		BullsEye Digital Fire Extinguisher		36	2017	10	2027	11,707	EMGM		1		4,215	7,492	1,054	-1,054	
									30,348					20,992	9,357			
00100.841	Prosecuting Attorney	137	Spacesaver File System		31	1991	15	2006	6,112	PROS		3		5,501	611	0	0	
00100.841	Prosecuting Attorney	147	Filing System/Work Station		31	1997	20	2017	24,905	PROS		3		22,415	2,491	0	0	
00100.841	Prosecuting Attorney	148	Security Measure		42	1997	20	2017	8,212	PROS		3		7,391	821	0	0	
00100.841	Prosecuting Attorney		Canon IRAC5255A	JME22320	13	2016	7	2023	8,704	PROS		3		5,595	3,109	1,119	0	
00100.841	Prosecuting Attorney		Canon IRAC5255A	JME22317	13	2016	7	2023	13,630	PROS		3		8,762	4,868	1,752	0	
00100.841	Prosecuting Attorney		Canon IRAC5255A	JME18918	13	2015	7	2022	13,400	PROS		3		10,337	3,063	1,723	0	
00100.841	Prosecuting Atty		Legal Files Software		13	2020	10	2030	30,000	PROS		2		2,700	27,300	2,700	0	
00100.841	Prosecuting Atty		Legal Files Software		13	2020	10	2030	2,266	PROS		3		204	2,062	204	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
									107,229					62,905	44,324			
00100.851	Juvenile Services	88	Space Saver Shelving		31	1994	20	2014	6,530	JD		3	Under 001-610-0(	5,877	653	0	0	
00100.851	Juvenile Services	223	Security Equipment		700	1999	15	2014	22,934	JUVY		4		20,641	2,293	0	0	
00100.851	Juvenile Services	225	Building Improvements		700	1999	15	2014	12,011	JUVY		4		10,810	1,201	0	0	
00100.851	Juvenile Services		Security Pipe Time Keeping System		31	2008	7	2015	6,802	JUVY		3		6,122	680	0	0	
00100.851	Juvenile Services		Crossmatch fingerprint scanner		28	2009	10	2019	19,148	JUVY		3		17,233	1,915	0	0	
00100.851	Juvenile Services		Canon IRA6255		31	2014	7	2021	12,779	JUVY		3		11,501	1,278	1,643	0	
									80,204					72,184	8,020			
00100.861	Superior Court	7	Remodel		700	2000	25	2025	14,270	SCRT		3		10,788	3,482	514	0	
00100.861	Superior Court	603	Family Court Remodel		700	2001	30	2031	23,031	FAM	CORT	3		13,819	9,212	691	0	
00100.861	Superior Court		Canon IRA4235		13	2016	7	2023	7,167	SCRT		3		4,608	2,560	922	0	
00100.861	Superior Court		JAVS Recording Global Labor/Supplies	multiple	13	2021	5	2026	523,602	SCRT		1		0	523,602	94,248	-94,248	
									568,071					29,214	538,856			
00100.871	District Court I	146	Office Remodel-Safety Glass		700	1999	50	2049	32,975	CRT		3		13,058	19,917	594	0	
00100.871	District Court I	169	Mobile Filing System		31	1995	15	2010	9,054	DCO		3		8,149	905	0	0	
00100.871	District Court I	170	Counter & Cabinet Remodel		700	1997	20	2017	17,650	DC1		3		15,885	1,765	0	0	
00100.871	District Court I		Front Counter Remodel		700	2008	15	2023	6,341	DC1		3		4,946	1,395	380	0	
									66,020					42,038	23,982			
00100.891	Clerk	158	Safety & Bldg Improvements		700	1999	50	2049	64,566	CLRK		3		25,568	38,998	1,162	0	
00100.891	Clerk		Canon IR4551i Copier	UMW05128	13	2018	5	2023	7,861	CLRK		3		4,245	3,616	1,415	0	
00100.891	Clerk		Jury Systems software		13	2007	5	2012	19,893	CLRK		3		17,904	1,989	0	0	
00100.891	Clerk		Microfilm Scanner and peripherals		13	2008	5	2013	10,887	CLRK		3		9,799	1,089	0	0	
00100.891	Clerk		Hyland OnBase Software		13	2011	7	2018	86,098	CLRK		4		77,488	8,610	0	0	
00100.891	Clerk		Hyland OnBase Software - upgrade		13	2019	7	2026	5,435	CLRK		3		1,398	4,037	699	0	
00100.891	Clerk		Hyland EAC License (E-Filing Project)	EACIPI1	13	2021	10	2031	27,620	CLRK		1		0	27,620	2,486	-2,486	
									222,360					136,401	85,959			
00100.931	WSU Extension		CANON iRAC3530i Copier	WSB01368	13	2017	5	2022	5,539	WSU		3		3,988	1,551	997	0	
5,539									**5,539**					3,988	1,551			
10101.611	Roads	3	Geodimeter 610 Robotic	61210435	28	2000	10	2010	32,314	Survey		4		29,083	3,231	0	0	
10101.611	Roads	355	Total Station Sokkia Set 2BII Pak	H21-6400-12P	28	1995	10	2005	16,219	Survey		4		14,597	1,622	0	0	
10101.611	Roads		HP Color Laserjet Printer	JPSC81N01Y	13	2008	5	2013	5,550			4		4,995	555	0	0	
10101.611	Roads		HP 44" Plotter	MY83F5C00D	13	2008	5	2013	20,374			4	0	18,336	2,037	0	0	
10101.611	Roads		Canon IRAC525A copier	JME14724	13	2015	7	2022	13,620			4		10,507	3,113			
10101.611	Roads		Geoline Positioning		24	2005	7	2012	21,040	CIB		2		18,936	2,104	0	0	
									109,118					96,455	12,663			
11003.811	Boating Safety		Evinrude 150 hp motor (whaler)	05212998	5	2008	10	2018	13,980			2		12,582	1,398	0	0	
11003.811	Boating Safety		Rebuild whaler		5	2008	10	2018	13,885			2		12,496	1,388	0	0	
11004.811	Boating Safety		Boat Collar Replacement		6	2019	10	2029	9,765			4		1,758	8,007	879	0	
									37,629					26,836	10,794			
11069.811	Port Security Grant		24 foot boat		5	2011	10	2021	222,366	CH		1		200,130	22,237	20,013	-20,013	
11069.811	Port Security Grant		Chevrolet Silverado Truck	1GC1KVCG1DF115293	2	2012	5	2017	32,391	CH		1		29,152	3,239	0	0	
									254,757					229,282	25,476			
11007.811	Sheriff's Drug Fund	168	Vehicle Hauling Trailer	16VFX182 911334139	41	2000	10	2010	5,946	EMD		4		5,351	595	0	0	
11007.811	Sheriff's Drug Fund		Body Wire Equipment		24	2013	10	2023	13,008	DTF		4		9,366	3,642	1,171	0	
11007.811	Sheriff's Drug Fund		2013 Subaru Legasy	4S3BMBA65D3044818	2	2017	5	2022	15,000	DTF		4		10,800	4,200	2,700	0	
11007.811	Sheriff's Drug Fund		2012 Honda Odyssey	5FNRL5H27CB114908	2	2021	5	2026	16,400	OPNET		4		0	16,400	2,952	0	
11007.811	Sheriff's Drug Fund		2016 Honda Pilot	5fFNYF6H19GB028733	2	2021	5	2026	25,250	OPNET		4		0	25,250	4,545	0	
									75,604					25,517	50,087			
11015.811	Sheriff's Equipment Reserve	14	Record System	18361	31	1998	20	2018	18,361	CTRL		4	Under 157-000-0'	16,525	1,836	0	0	
11015.811	Sheriff's Equipment Reserve	15	Control Room Furniture	18361	31	1998	10	2008	10,254	CTRL		4	Under 157-000-0'	9,229	1,025	0	0	
11015.811	Sheriff's Equipment Reserve	19	Office Work Stations		31	1999	20	2019	27,745	ADMN		4		24,971	2,775	0	0	
11015.811	Sheriff's Equipment Reserve		Throw phone kit		24	2010	5	2015	6,504	CCSO		4		5,854	650	0	0	
11015.811	Sheriff's Equipment Reserve		Firearms Simulator Training System		24	2012	7	2019	20,700			3		18,630	2,070	0	0	
									83,564					75,208	8,356			
11061.811	Nine-One-One Enhanced	4	Records Maintenance System		28	1998	10	2008	21,882	PCOM		4		19,694	2,188	0	0	
11061.811	Nine-One-One Enhanced	6	Equipment/Software Upgrade		28	1998	10	2008	55,585	PCOM		4		50,027	5,559	0	0	
11061.811	Nine-One-One Enhanced	15	Caller ID Software Project	503J202701164	14	2003	5	2008	6,163	INFO	TECH	2		5,547	616	0	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
11061.811	Nine-One-One Enhanced	16	Caller ID Software Project	503J206732126	14	2003	5	2008	6,163	INFO	TECH	2		5,547	616	0	0	
11061.811	Nine-One-One Enhanced	17	Caller ID Software Project	503J207726240	14	2003	5	2008	6,162	INFO	TECH	2		5,546	616	0	0	
11061.811	Nine-One-One Enhanced	18	Caller ID Software Project	503J207709634	14	2003	5	2008	6,162	INFO	TECH	2		5,546	616	0	0	
									102,117					91,905	10,212			
11065.811	Sheriff OPSCAN		2 prefab storage buildings plus installation		500	2017	20	2037	21,921	RMT		4		3,946	17,975	986		
11065.811	Sheriff OPSCAN		GPS Clock System		35	2017	7	2024	16,071	RMT		4		8,265	7,806	2,066		
11065.811	Sheriff OPSCAN		LE West simulcast Equip for SLP & NPT		7	2018	10	2028	22,200	SLP & NPT		3		5,994	16,206	1,998		
11065.811	Sheriff OPSCAN		Transmitter, Amplifier, Duplexer		7	2018	10	2028	8,277	CCSO		3		2,235	6,042	745		
11065.811	Sheriff OPSCAN		Replacement for LE Central Radio		7	2018	10	2028	8,413	CCSO		3		2,272	6,142	757		
11065.811	Sheriff OPSCAN		Replacement for LTAC Forks radio		7	2018	10	2028	9,147	CCSO		3		2,470	6,677	823		
11065.811	Sheriff OPSCAN		Radio Equipment Shelter		500	2020	40	2060	35,017			6	Model AMCS-727	788	34,229	788		
11065.811	Sheriff OPSCAN		Secure Sync GPS Modular	26547	28	2020	7	2027	8,807			6	1200-213	1,132	7,675	1,132		
11065.811	Sheriff OPSCAN		VHF Radio System	80217904	35	2020	7	2027	8,434			6		1,084	7,350	1,084		
11065.811	Sheriff OPSCAN		UHF Radio System	80217905	35	2020	7	2027	8,935			6		1,149	7,786	1,149		
11065.811	Sheriff OPSCAN		Intraplex Unit fo Blyn Site		28	2020	7	2027	13,314			6	1X-LX300	1,712	11,602	1,712		
11065.811	Sheriff OPSCAN		UHF duplex repeater		35	2020	7	2027	9,113			6		1,172	7,941	1,172		
11065.811	Sheriff OPSCAN		UHF duplex repeater		35	2020	7	2027	9,113			6		1,172	7,941	1,172		
11065.811	Sheriff OPSCAN		UHF duplex repeater		35	2020	7	2027	9,113			6		1,172	7,941	1,172		
11065.811	Sheriff OPSCAN		UHF duplex repeater		35	2020	7	2027	9,113			6		1,172	7,941	1,172		
									196,988					35,733	161,255			
11066.811	PSIC Grant		Daniels 30-Watt Repeater LTAC BAH		35	2012	7	2019	8,698			1	Bahokus Peak	7,828	870	0	0	
11066.811	PSIC Grant		GPS Clock		35	2012	7	2019	5,486			1	Bahokus Peak	4,937	549	0	0	
11066.811	PSIC Grant		GPS Clock		35	2012	7	2019	5,486			1	Ellis Lookout	4,937	549	0	0	
11066.811	PSIC Grant		GPS Clock		35	2012	7	2019	5,486			1	North Point	4,937	549	0	0	
11066.811	PSIC Grant		GPS Clock		35	2012	7	2019	5,486			1	Striped Peak	4,937	549	0	0	
11066.811	PSIC Grant		SecureSync		35	2012	7	2019	6,938			1	Pencom	6,244	694	0	0	
11066.811	PSIC Grant		IP Multiplexer		35	2012	7	2019	5,951			1	Pencom	5,356	595	0	0	
11066.811	PSIC Grant		Comparator		35	2012	7	2019	7,320			1	Pencom	6,588	732	0	0	
11066.811	PSIC Grant		GPS Clock		35	2012	7	2019	5,486			1	11th & E	4,937	549	0	0	
11066.811	PSIC Grant		GPS Clock		35	2012	7	2019	5,486			1	Ediz Hook	4,937	549	0	0	
11066.811	PSIC Grant		Comparator		35	2012	7	2019	7,320			1	Pencom	6,588	732	0	0	
11066.811	PSIC Grant		Comparator		35	2012	7	2019	7,320			1	Pencom	6,588	732	0	0	
									76,463					68,817	7,646		0	
11068.811	Stonegarden Grant		Incident Command Vehicle Upgrade		35	2013	5	2018	39,963			1		35,967	3,996	0	0	
									39,963					35,967	3,996		0	
11301.511	HHS		Canon IRA6575i	SMT02920	13	2016	7	2023	12,962	HHS		4		8,333	4,629	1,667	0	
11301.511	HHS		Canon IRA5225	RKF06815	13	2016	7	2023	5,906	HHS		4		3,796	2,109	759	0	
									18,868					12,129	6,739			
12401.221	Document Preservation	5	Mobile Storage Unit		31	1999	20	2019	10,348	VALT		4		9,313	1,035	0	0	
12401.221	Document Preservation		Fujitsu Flatbed Scanner	AAFDC03315	13	2017	5	2022	5,892	DCD		4		4,242	1,650	1,060	0	
12401.221	Document Preservation		Eagle Recording Upgrade		13	2018	5	2023	10,000	Auditor		4		5,400	4,600	1,800	0	
12401.221	Document Preservation		Canon Imageprograf IPF map printer	BAK03210	13	2020	5	2025	9,234	Auditor		4		1,662	7,572	1,662	0	
									35,474					20,617	14,856			
19914.291	Veterans' Relief	129	Annex & New Bath (1984)		500	1953	50	2003	19,081	VETS		7		17,173	1,908	0	0	382
19914.291	Veterans' Relief		Canon IRAC33251 Imagerunner	QTW00877	31	2015	7	2022	5,036	VETS		4		3,885	1,151	647	0	101
									24,117					21,058	3,059			
30101.911	REET	1	Veterans' Center Remodel		700	2002	30	2032	90,009	VETS		4		51,305	38,704	2,700	0	
30101.911	REET	2	Roof Replacements-Dungeness		720	2002	30	2032	8,515	DUN		4		4,854	3,661	255	0	
30101.911	REET	3	Roof Replacements-Camp David, Jr.		710	2002	30	2032	16,042	CDJ		4		9,144	6,898	481	0	
30101.911	REET	4	Beach Cabin Remodel-Camp David, Jr.		710	2002	30	2032	10,338	CDJ		4		5,893	4,445	310	0	
30101.911	REET	5	Floor Covering Replacement-Courthouse		700	2002	15	2017	34,524	CH		4		31,072	3,452	0	0	
30101.911	REET	6	HVAC Upgrades-Courthouse		10	2002	20	2022	5,914	CH		4		5,056	858	266	0	
30101.911	REET	7	Cental Shower-Fair		530	2002	31	2033	92,648	FAIR	MAIN	4		51,106	41,542	2,690	0	
30101.911	REET	8	Grandstand PA System-Fair		38	2002	10	2012	5,027	FAIR	GRST	4		4,524	503	0	0	
30101.911	REET	9	Dungeness Landing Development		800	2002	40	2042	10,736	DL		4		4,590	6,146	242	0	
30101.911	REET	10	Irrigation System Expansion-Fair		730	2002	15	2017	7,566	FAIR	WEST	4		6,809	757	0	0	
30101.911	REET	11	Sidewalk-Fair		730	2002	25	2027	6,988	FAIR	MAIN	4		4,780	2,208	252	0	
30101.911	REET	12	Gate Replacement-Dungeness		720	2002	10	2012	14,050	DUN		4		12,645	1,405	0	0	
30101.911	REET	13	Electric Range and Grill-Jail		21	2002	10	2012	8,365	JAIL		4		7,529	837	0	0	
30101.911	REET	14	HVAC Upgrades-Courthouse		700	2003	15	2018	13,277	CH		6		11,949	1,328	0	0	
30101.911	REET	15	Roof Replacements-Camp David, Jr.		710	2003	30	2033	19,284	CDJ		6		10,413	8,871	579	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
30101.911	REET	16	Floor Covering Replacement-Courthouse		700	2003	15	2018	42,161	CH		6		37,945	4,216	0	0	
30101.911	REET	17	Central Restroom Remodel-Fair		730	2003	25	2028	17,154	FAIR		6		11,116	6,038	618	0	
30101.911	REET	18	Home Arts Building Improvements-Fair		730	2003	10	2013	8,256	FAIR		6		7,430	826	0	0	
30101.911	REET	19	Horse Barn #3 Restroom Remodel-Fair		730	2003	25	2028	54,631	FAIR		6		35,401	19,230	1,967	0	
30101.911	REET	20	Boat Launch Developments-Dungeness Landing		750	2003	25	2028	202,667	DL		2		131,328	71,339	7,296	0	
30101.911	REET	21	Parking Lot Renovation-Courthouse		700	2003	20	2023	73,192	CH		6		59,286	13,906	3,294	0	
30101.911	REET	23	Courthouse-HVAC Upgrades		700	2004	15	2019	10,140	CH		6		9,126	1,014	0	0	
30101.911	REET	24	Camp David, Jr. - Roof Replacements		710	2004	30	2034	26,413	CDJ		6		13,471	12,942	792	0	
30101.911	REET	25	Courthouse-Paint Exterior and Fascia		700	2004	25	2029	125,473	CH		6		76,789	48,684	4,517	0	
30101.911	REET	26	Salt Creek-Park Renovation		790	2004	25	2029	8,484	SC		6		5,192	3,292	305	0	
30101.911	REET	27	Camp David, Jr. - HVAC Replacement		710	2004	15	2019	13,612	CDJ		6		12,251	1,361	0	0	
30101.911	REET	28	Fairgrounds-Midway Asphalt Overlay		730	2004	20	2024	82,161	FAIR		6		62,853	19,308	3,697	0	
30101.911	REET	29	Courthouse-Parking Lot Renovation		700	2004	20	2024	26,522	CH		6		20,289	6,233	1,193	0	
30101.911	REET	30	Robin Hill-Water System		765	2004	15	2019	7,251	RHF		6		6,526	725	0	0	
30101.911	REET	31	Fairgrounds-Pump Lift Station Rebuild		730	2004	15	2019	33,515	FAIR		6		30,164	3,352	0	0	
30101.911	REET	32	Fairgrounds-Bleacher Replacement		1	2004	29	2033	19,088	FAIR		6		10,071	9,017	592	0	
30101.911	REET		Salt Creek - Entrance Gate		790	2005	10	2015	17,127	SC		6		15,414	1,713	0	0	
30101.911	REET		Courthouse - HVAC Upgrades		700	2005	15	2020	13,476	CH		6		12,128	1,348	0	0	
30101.911	REET		Salt Creek - Park Renovation		790	2005	25	2030	50,073	SC		6		28,842	21,231	1,803	0	
30101.911	REET		Courthouse - Floor Coverings		700	2005	15	2020	29,104	CH		6		26,194	2,910	0	0	
30101.911	REET		Courthouse Jail - Replace Padded Cell		700	2005	20	2025	48,495	JAIL		6		34,916	13,579	2,182	0	
30101.911	REET		Jail - Replace Electronic Doors		700	2005	20	2025	23,521	JAIL		6		16,935	6,586	1,058	0	
30101.911	REET		Veterans Ctr - Exterior Paint & Repair		700	2005	25	2030	27,209	VETS		6		15,672	11,537	980	0	
30101.911	REET		Camp David Jr. - Reroofs		710	2005	30	2035	36,414	CDJ		6		17,479	18,935	1,092	0	
30101.911	REET		Fairgrounds - Asphalt Overlay		730	2005	20	2025	36,474	FAIR		6		26,261	10,213	1,641	0	
30101.911	REET		Fairgrounds - Merchants Bldg Reroof		730	2005	28	2033	27,907	FAIR		6		14,352	13,555	897	0	
30101.911	REET		Fairgrounds - West Stage		730	2005	25	2030	209,950	FAIR		6		120,931	89,019	7,558	0	
30101.911	REET		Veterans Ctr - Reroof		700	2005	30	2035	33,402	VETS		6		16,033	17,369	1,002	0	
30101.911	REET		Parking Lot Renovation		700	2005	20	2025	159,702	CH		6		114,985	44,717	7,187	0	
30101.911	REET		Parking Lot Renovation (completion)		700	2006	19	2025	2,696	CH		6		1,916	780	128	0	
30101.911	REET		Fairgrounds - Parking Lot Improvements		730	2005	20	2025	79,195	FAIR		6		57,020	22,175	3,564	0	
30101.911	REET		Quillayute Park Easement Road		700	2005	20	2025	15,492	QUIL		6		11,154	4,338	697	0	
30101.911	REET		Courthouse - Hallway & Door Security		700	2005	15	2020	196,922	CH		6		177,230	19,692	0	0	
30101.911	REET		Replace Jail Fencing		700	2006	15	2021	25,165	JAIL		6		22,649	2,517	1,510	0	
30101.911	REET		HVAC Upgrades-Courthouse		700	2006	15	2021	34,532	CH		6		31,079	3,453	2,072	0	
30101.911	REET		Salt Creek Renovation		700	2006	25	2031	638,297	SC		6		344,680	293,617	22,979	0	
30101.911	REET		Remodel Picnic Shelter		700	2006	30	2036	39,246	SC		6		17,661	21,585	1,177	0	
30101.911	REET		Fairgrounds West Stage		700	2006	25	2031	59,443	FAIR		6		32,099	27,344	2,140	0	
30101.911	REET		Floor Coverings		700	2006	15	2021	66,952	CH		6		60,257	6,695	4,017	0	
30101.911	REET		Replace Front Doors		700	2006	25	2031	34,227	CH		6		18,483	15,744	1,232	0	
30101.911	REET		Renovate BCCC Meeting Room		700	2006	30	2036	6,450	CH		6		2,903	3,548	194	0	
30101.911	REET		Replace Restroom - Loop #1		700	2006	25	2031	74,935	DUN		6		40,465	34,470	2,698	0	
30101.911	REET		Log Cabin Renovation		700	2006	30	2036	10,391	CDJ		6		4,676	5,715	312	0	
30101.911	REET		Remodel Horse Barn #1		700	2006	27	2033	73,794	FAIR		6		36,897	36,897	2,460	0	
30101.911	REET		Grandstand Gutters		700	2006	15	2021	6,644	FAIR		6		5,980	664	399	0	
30101.911	REET		Replace Roof Home Arts Bldg		700	2006	27	2033	53,767	FAIR		6		26,884	26,884	1,792	0	
30101.911	REET		Renovate Home Arts Kitchen		700	2006	10	2016	5,071	FAIR		6		4,564	507	0	0	
30101.911	REET		Improve Parking Lot Lighting		700	2006	25	2031	6,930	CH		6		3,742	3,188	249	0	
30101.911	REET		Fairgrounds - Parking Lot Improvements		700	2006	20	2026	89,044	FAIR		6		60,105	28,939	4,007	0	
30101.911	REET		Pump Station Horse Barn #3		700	2006	20	2026	26,440	FAIR		6		17,847	8,593	1,190	0	
30101.911	REET		Courthouse - Hallway & Door Security		700	2006	15	2021	19,327	CH		6		17,394	1,933	1,160	0	
30101.911	REET		Replace Camera Recording System		700	2006	15	2021	62,253	JUV		6		56,028	6,225	3,735	0	
30101.911	REET		Historic Courthouse Replace Heating System		700	2007	15	2022	32,667	CH		6		27,440	5,227	1,960	0	
30101.911	REET		HVAC Upgrades-Courthouse		700	2007	15	2022	68,931	CH		6		57,902	11,029	4,136	0	
30101.911	REET		Salt Creek Renovation		700	2007	25	2032	40,800	SC		6		20,563	20,237	1,469	0	
30101.911	REET		Fairgrounds West Stage		700	2007	25	2032	11,690	FAIR		6		5,892	5,798	421	0	
30101.911	REET		Floor Coverings		700	2007	15	2022	67,907	CH		6		57,042	10,865	4,074	0	
30101.911	REET		Renovate BCCC Meeting Room		700	2007	30	2037	9,233	CH		6		3,878	5,355	277	0	
30101.911	REET		Replace Restroom - Loop #1		700	2007	25	2032	74,971	DUN		6		37,785	37,186	2,699	0	
30101.911	REET		Log Cabin Renovation		700	2007	30	2037	32,503	CDJ		6		13,651	18,852	975	0	
30101.911	REET		Fairgrounds Home Arts Kitchen		700	2007	10	2017	33,812	FAIR		6		30,431	3,381	0	0	
30101.911	REET		Courthouse Improve Parking Lot		700	2007	25	2032	44,528	CH		6		22,442	22,086	1,603	0	
30101.911	REET		Courthouse Office Remodel CD/EH		700	2007	30	2037	9,748	CH		6		4,094	5,654	292	0	
30101.911	REET		CIB Remodel		700	2007	30	2037	5,861	CIB		6		2,462	3,399	176	0	
30101.911	REET		Camp David Jr Water System Upgrades		700	2007	15	2022	16,277	CDJ		6		13,673	2,604	977	0	
30101.911	REET		Dungeness Chipseal		700	2007	10	2017	14,078	DUN		6		12,670	1,408	0	0	
30101.911	REET		Horse Arena Surfacing		700	2008	20	2028	7,972	FAIR		6		4,664	3,308	359	0	
30101.911	REET		Fairgrounds West Stage		700	2008	25	2033	12,484	FAIR		6		5,843	6,641	449	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
30101.911	REET		Renovate BOCC Meeting Room		700	2008	30	2038	104,752	CH		6		40,853	63,899	3,143	0	
30101.911	REET		Log Cabin Renovation		700	2008	30	2038	27,194	CDJ		6		10,606	16,588	816	0	
30101.911	REET		Fairgrounds Home Arts Kitchen		700	2008	10	2018	42,006	FAIR		6		37,805	4,201	0	0	
30101.911	REET		Bradley House relocation from River's End		500	2008	20	2028	17,574	RHF		6		10,281	7,293	791	0	
30101.911	REET		Bradley House		500	2008	20	2028	60,000	RHF		1		35,100	24,900	2,700	-2,700	
30101.911	REET		Remodel Basement Offices		700	2008	30	2038	171,443	CH		6		66,863	104,580	5,143	0	
30101.911	REET		CIB Remodel		700	2008	30	2038	63,303	CIB		6		24,688	38,615	1,899	0	
30101.911	REET		DC II Remodel		700	2008	9	2017	71,092	FORKS		6		63,983	7,109	0	0	
30101.911	REET		North Plaza and Midway		700	2008	25	2033	93,934	FAIR		6		43,961	49,973	3,382	0	
30101.911	REET		New Dump Station		700	2008	20	2028	160,006	SC		6		93,604	66,402	7,200	0	
30101.911	REET		Replace Heat System - Historic Courthouse		700	2009	30	2039	300,295	CH		6		108,106	192,189	9,009	0	
30101.911	REET		Roof Replacement - New Courthouse		700	2009	30	2039	590,305	CH		6		212,510	377,795	17,709	0	
30101.911	REET		New Breathalizer Room		700	2010	15	2025	35,449	JAIL		6		23,397	12,053	2,127	0	
30101.911	REET		Clallam Bay (West)		600	2011			98,225	CBW		6			98,225		0	
30101.911	REET		Historic courthouse interior/exterior		700	2011	30	2041	475,898	CH		6		142,769	333,128	14,277	0	
30101.911	REET		Fairgrounds Backflow prevention		700	2011	15	2026	37,705	FAIR		6		22,623	15,082	2,262	0	
30101.911	REET		HVAC Upgrades - Courthouse		700	2012	15	2027	1,200,089	CH		6		648,048	552,041	72,005	0	
30101.911	REET		Solar Panel Installation		700	2012	15	2027	399,341	CH		6		215,644	183,697	23,960	0	
30101.911	REET		Historic Courthouse Reroof		700	2012	30	2042	243,271	CH		6		65,683	177,588	7,298	0	
30101.911	REET		Rodeo Fence Replacement		700	2012	21	2033	14,679	FAIR		6		5,662	9,017	629	0	
30101.911	REET		Fairgrounds Security Lighting		700	2013	20	2033	59,424	FAIR		6		21,392	38,031	2,674	0	
30101.911	REET		Replace 3rd Street Roof		700	2013	30	2043	209,746	3RD		6		50,339	159,407	6,292	0	
30101.911	REET		JAVS Recording System DC1		13	2013	5	2018	27,693	DC1		6		24,924	2,769	0	0	
30101.911	REET		Courthouse Wireless Panic Alarm		700	2014	15	2029	37,822	CH		6		15,885	21,937	2,269	0	
30101.911	REET		Dungeness Landing Piling Replacement		700	2015	20	2035	69,079	DL		6		18,651	50,428	3,109	0	
30101.911	REET		Fairgrounds Floral Barn Structural		700	2016	30	2046	230,178	FAIR		6		34,527	195,651	6,905	0	
30101.911	REET		Fairgrounds Goat Barn Extension		700	2016	30	2046	39,635	FAIR		6		5,945	33,690	1,189	0	
30101.911	REET		Third Street Renovation		700	2016	30	2046	516,004			6		77,401	438,603	15,480	0	
30101.911	REET		Disc Golf Course with (2) 20 ac parcels	023031-340025 & 340100	700	2017	10	2027	87,201	DISC		6		31,392	55,809	7,848	0	
30101.911	REET		Fairgrounds West Stage Cover		700	2017	15	2032	41,006	FAIR		6		9,841	31,165	2,460	0	
30101.911	REET		Salt Creek Water System		790	2018	15	2033	231,313	SC		6		41,636	189,677	13,879	0	
30101.911	REET		Replace Jail Roof		700	2018	30	2048	841,475	JAIL		6		75,733	765,742	25,244	0	
30101.911	REET		CH & 3rd St Signage Improvement		700	2019	15	2034	106,861	CH/3rd St		6		12,823	94,038	6,412	0	
30101.911	REET		Juvenile Replace Metal Roofing/Flashing		700	2019	30	2049	422,059	JUV		6		25,324	396,735	12,662	0	
30101.912	REET		CH IT Data Cent Cooling Improvemet		700	2019	15	2034	436,938	CH		6		52,433	384,506	26,216	0	
30101.911	REET		CH IT Data Center Phone Room Fire Sup		700	2018	15	2033	105,051	CH		6		18,909	86,142	6,303	0	
30101.912	REET		CH IT Data Center Fire Sup		700	2019	15	2034	111,124	CH		6		13,335	97,789	6,667	0	
30101.911	REET		Courthouse Sheriff Detective/CIB Remodel		700	2019	15	2034	62,753	CH		6		7,530	55,223	3,765	0	
30101.911	REET		Jail Kitchen Grease Interceptor		700	2020	15	2035	102,228	JAIL		6		6,134	96,094	6,134	0	
30101.911	REET		CH Replace Fire Alarm panel		700	2020	15	2035	44,196	CH		6		2,652	41,544	2,652	0	
30101.911	REET		Courthouse Panic Alarm System		700	2020	15	2035	20,459	CH		3		1,228	19,231	1,228	0	
30101.911	REET		Clallam Bay Acquisition	Pcl# 123220-420000/3422	600	2021	40	2061	91,609	CBW		6		0	91,609	2,061	0	
30101.911	REET		Jail Commercial Dryer		700	2021	15	2036	17,289	JAIL		6		0	17,289	1,037	0	
30101.911	REET		Jail Exhaust Fan		700	2021	15	2036	10,462	JAIL		6		0	10,462	628	0	
									12,045,697					5,003,411	7,042,287			
30201.911	REET 2		Sheriff Impound Lot Fencing		700	2015	25	2040	28,642	IMPD		6		6,187	22,455	1,031	0	
30201.911	REET 2		Backup Compressor		700	2015	10	2025	9,627	JUV		6		5,199	4,428	866	0	
30201.911	REET 2		Courthouse Parking Stormwater Retrofit		700	2016	20	2036	515,830	CH		6		116,062	399,768	23,212	0	
30201.911	REET 2		Jail Camera Installation		28	2016	10	2026	481,989	JAIL		6		216,895	265,094	43,379	0	
30201.911	REET 2		Telephone System Upgrade		28	2016	5	2021	152,023	CH		6		136,821	15,202	27,364	0	
30201.911	REET 2		Courthouse Grounding		700	2018	30	2048	534,530	CH		6		48,108	486,422	16,036	0	
30201.911	REET 2		Courthouse Boiler Replacement		700	2016	15	2031	453,007	CH		6		135,902	317,105	27,180	0	
30201.911	REET 2		Dungeness Rec Area Site Imp		720	2018	20	2038	37,794			6		5,102	32,691	1,701	0	
30201.911	REET 2		Courthouse Sheriff Jail Kitchen Exhaust		700	2020	15	2035	464,187	JAIL		6		27,851	436,336	27,851	0	
									2,677,629					698,126	1,979,503			
30501.911	Capital Projects	1	Rabbit/Poultry Barn	also # 1404 in Fair	500	2001	32	2033	17,000	FAIR	EAST	4		9,563	7,438	478	0	
30501.911	Capital Projects	2	Auditor Remodel		700	2002	30	2032	20,485	CH		4		11,676	8,809	615	0	
30501.911	Capital Projects	3	Security Improvements-Courthouse		700	2002	30	2032	7,239	CH		4		4,126	3,113	217	0	
30501.911	Capital Projects	4	Piling/Float Repair-Camp David, Jr.		710	2002	25	2027	11,747	CDJ		4		8,035	3,712	423	0	
30501.911	Capital Projects	5	Slip Point Lighthouse Sewer		700	2002	15	2017	10,322	SLIP PT		4		9,290	1,032	0	0	
30501.911	Capital Projects	6	Superior Court Recorder Upgrade		13	2002	5	2007	19,867	CH		4		17,880	1,987	0	0	
30501.911	Capital Projects	7	Remodel of Old Juvenile Center (CIB)		700	2003	30	2033	20,473	CIB		6		11,055	9,418	614	0	
30501.911	Capital Projects	8	Security Camera Replacements-Juvenile		28	2003	7	2010	7,996	JUV		6		7,196	800	0	0	
30501.911	Capital Projects	9	Tables & Grills-Dungeness		1	2003	7	2010	13,282	DUN		6		11,954	1,328	0	0	
30501.911	Capital Projects	10	Rescue Boat-Camp David Jr	Zodiac 420	5	2003	10	2013	9,371	CDJ		6		8,434	937	0	0	
30501.911	Capital Projects	11	Fair Fencing Installation and Repairs		730	2004	15	2019	5,559	FAIR		6		5,003	556	0	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	2021 nbv	2021 depn	fed source	2% on depn'd
30501.911	Capital Projects	12	Quillayute River Park Easement Road		700	2004	15	2019	17,330	QUIL		6		15,597	1,733	0	0	
30501.911	Capital Projects	13	IBM i5 Express (AS400)	5F10E 9405-520	13	2004	5	2009	12,877	INFO	TECH	6		11,589	1,288	0	0	
30501.911	Capital Projects	14	IBM iSeries 520 (AS400)	5F10E 9405-520	13	2004	5	2009	80,123	INFO	TECH	6		72,111	8,012	0	0	
30501.911	Capital Projects	15	Cisco PIX Firewall	88808052259	13	2004	5	2009	5,231	INFO	TECH	6		4,708	523	0	0	
30501.911	Capital Projects	100	IBM Xseries 345 CPU KPWFK16	8670 61	13	2003	5	2008	11,243	INFO	TECH	6		10,119	1,124	0	0	
30501.911	Capital Projects		Auditor/Commissioner Remodel		700	2005	30	2035	29,439	CH		6		14,131	15,308	883	0	
30501.911	Capital Projects		Smoking Shelter - Courthouse		700	2005	25	2030	5,583	CH		6		3,216	2,367	201	0	
30501.911	Capital Projects		Courthouse - Jail Oven		21	2005	10	2015	8,538	JAIL		6		7,684	854	0	0	
30501.911	Capital Projects		Fairgrounds - Mobile Stage Unit		15	2005	25	2030	93,432	FAIR		6		53,817	39,615	3,364	0	
30501.911	Capital Projects		Juvenile Center - Security Cameras		34	2005	10	2015	8,283	JUV		6		7,455	828	0	0	
30501.911	Capital Projects		Jail Clothing Dryer	2004066831	23	2006	10	2016	10,946	JAIL		6		9,851	1,095	0	0	
30501.911	Capital Projects		Fencing, Wash Rack & Signage		15	2006	15	2021	15,344	FAIR		6		13,810	1,534	921	0	
30501.911	Capital Projects		Superior Court Alterations - 3rd Judge		700	2007	20	2027	5,362	CH		6		3,378	1,984	241	0	
30501.911	Capital Projects		Juvenile HVAC Hardware/Software Upgrade		700	2007	15	2022	29,887	JUV		6		25,105	4,782	1,793	0	
30501.911	Capital Projects		Juvenile Commercial Washer		21	2007	10	2017	8,691	JUV		6		7,822	869	0	0	
30501.911	Capital Projects		Juvenile Commercial Freezer		21	2007	10	2017	5,021	JUV		6		4,519	502	0	0	
30501.911	Capital Projects		Fair Swine Barn Pens		700	2007	15	2022	12,861	FAIR		6		10,803	2,058	772	0	
30501.911	Capital Projects		Dungeness Landing Water System		700	2007	15	2022	7,279	DL		6		6,114	1,165	437	0	
30501.911	Capital Projects		Salt Creek Restroom #3 Drainfield		790	2007	15	2022	25,453	SC		6		21,381	4,072	1,527	0	
30501.911	Capital Projects		Juvenile Chiller Compressor Replacement		700	2007	15	2022	8,397	JUV		6		7,053	1,344	504	0	
30501.911	Capital Projects		Jail Walk in Refrigerator		21	2007	10	2017	15,440	JAIL		6		13,896	1,544	0	0	
30501.911	Capital Projects		Jail Remodel		500	2008	30	2038	1,452,335	JAIL		6		566,411	885,924	43,570	0	
30501.911	Capital Projects		Jail Kitchen Mezzanine		500	2008	30	2038	14,374	JAIL		6		5,606	8,768	431	0	
30501.911	Capital Projects		Fairgrounds Kitchen Equipment Kitchen Building		21	2008	10	2018	14,507	FG		6		13,056	1,451	0	0	
30501.911	Capital Projects		Courthouse Main Breaker		500	2008	20	2028	25,904	CH		6		15,154	10,750	1,166	0	
30501.911	Capital Projects		Juvenile Chiller Compressor Replacement		700	2008	15	2023	20,983	JUV		6		16,367	4,616	1,259	0	
30501.911	Capital Projects		Agnew Soccer Fields		700	2009			17,294	AGN		6		15,565	1,729	0	0	
30501.911	Capital Projects		Agnew Soccer Fields		700	2009			305,945	AGN		6		275,351	30,595	0	0	
30501.911	Capital Projects		HVAC Upgrades		700	2009	15	2024	99,723	CH		6		71,800	27,922	5,983	0	
30501.911	Capital Projects		House Heating Upgrade		700	2009	15	2024	15,905	RHF		6		11,452	4,453	954	0	
30501.911	Capital Projects		Utility Hookups		700	2009	15	2024	34,251	FAIR		6		24,661	9,590	2,055	0	
30501.911	Capital Projects		Courtroom 1 JAVS Digital Recording System		13	2009	5	2014	24,370	CH		6		21,933	2,437	0	0	
30501.911	Capital Projects		3rd Street Building	building	500	2010	40	2050	605,188	3RD		6		149,784	455,404	13,617	0	
30501.911	Capital Projects		3rd Street Building	land	500	2009			200,000	3RD		6			200,000	0	0	
30501.911	Capital Projects		3rd Street Building Basement remodel		500	2010	40	2050	461,930	3RD		6		114,328	347,602	10,393	0	
30501.911	Capital Projects		Utility hookups		700	2010	15	2025	8,785	FAIR		6		5,798	2,987	527	0	
30501.911	Capital Projects		PA system		38	2010	7	2017	35,272	FAIR		6		31,745	3,527	0	0	
30501.911	Capital Projects		Walk in freezer		21	2010	10	2020	24,482	JAIL		6		22,034	2,448	0	0	
30501.911	Capital Projects		Superior Court JAVS Recording 3 Family Court		13	2011	5	2016	24,983	CH		6		22,485	2,498	0	0	
30501.911	Capital Projects		Juvenile JAVS Recording		13	2011	5	2016	24,472	JUV		6		22,025	2,447	0	0	
30501.911	Capital Projects		Kitchen Exhaust System		21	2011	10	2021	33,304	FAIR		6		29,974	3,330	2,997	0	
30501.911	Capital Projects		JAVS Court Recording System Superior Ct #2		13	2012	5	2017	31,763	CH		6		28,587	3,176	0	0	
30501.911	Capital Projects		Clallam Bay Picnic Shelter		715	2014	40	2054	35,921	CB		6		5,658	30,264	808	0	
30501.911	Capital Projects		Blue Mountain Transfer Station Building		500	2014	40	2054	134,316	ROAD		3		21,155	113,161	3,022	0	
30501.911	Capital Projects		Fairgrounds Information Booth		700	2016	30	2046	6,147	FAIR		3		922	5,225	184	0	
30501.911	Capital Projects		Jail Washing Machine		23	2016	15	2031	25,574	JAIL		3		7,672	17,902	1,534	0	
30501.911	Capital Projects		120 Salt Air St		600	2016		2016	157,650	CB		3		141,885	15,765	0	0	
30501.911	Capital Projects		Third Street Handrails		700	2017	20	2037	5,559	3RD		6		1,001	4,558	250	0	
30501.911	Capital Projects		Deck-Over Tilt Equipment Trailer	4P5T82624H1267549 (vin	41	2017	5	2022	12,925	FAIR		6		9,306	3,619	2,327	0	
30501.911	Capital Projects		Veterans Hall Resteration			2015	40	2055	232,048	VET		3		31,326	200,722	5,221	0	
30501.911	Capital Projects		Camp David, Junior Kitchen Remodel			2016	40	2056	10,299	CDJ		3		1,159	9,140	232	0	
30501.911	Capital Projects		Superior Court Security Improvements		700	2017	30	2047	137,307	CH		6		16,477	120,830	4,119	0	
30501.911	Capital Projects		CH/Jail - HVAC Electrical Imp		700	2018	20	2038	175,043	CH/JAIL		6		23,631	151,412	7,877	0	
30501.911	Capital Projects		Fairgrounds - Grandstand ADA Seating		730	2018	15	2033	6,518	FG		6		1,173	5,344	391	0	
30501.911	Capital Projects		Third St Building Replace HVAC Roof Unit		700	2018	15	2033	14,015	3RD		6		2,523	11,493	841	0	
30501.911	Capital Projects		Third St Water Line Repair		700	2018	15	2033	7,359	3RD		6		1,325	6,034	442	0	
30501.911	Capital Projects		Courthouse Basement Restroom Remodel		700	2018	15	2033	30,799	CH		6		5,544	25,255	1,848	0	
30501.911	Capital Projects		Juvenile - Culvert and Paving		700	2018	15	2033	9,222	JUV		6		1,660	7,562	553	0	
30501.911	Capital Projects		Auditor Election Tabulation System		700	2018	5	2023	126,136	CH		6		68,113	58,022	22,704	0	
30501.911	Capital Projects		Juvenile CO2 Detectors		700	2018	15	2033	7,020	JUV		6		1,264	5,756	421	0	
30501.911	Capital Projects		Juvenile Hot Water Mixing Valve		700	2018	15	2033	19,543	JUV		6		3,518	16,025	1,173	0	
30501.911	Capital Projects		Sheriff Emergency Response Radios		700	2018	7	2025	6,570	SHERIFF		6		2,534	4,036	845	0	
30501.911	Capital Projects		Family Court Cabinetry Revision		700	2019	15	2034	5,323	CH		3		639	4,684	319	0	
30501.911	Capital Projects		Salt Creek Electrical Repairs		790	2019	15	2034	19,224	SC		3		2,307	16,917	1,153	0	
30501.911	Capital Projects		Salt Creek Bluff Stabilization Project		790	2020	15	2035	44,815	SC		3		2,689	42,126	2,689	0	
30501.911	Capital Projects		Third St Building Replace HVAC Roof unit		700	2020	15	2035	629,909	3RD		3		37,795	592,115	37,795	0	
30501.911	Capital Projects		Fairgrounds - Lift Station Pump Replace		730	2019	15	2034	8,714	FG		3		1,046	7,668	523	0	
30501.911	Capital Projects		HVAC Upgrades - CH		700	2020	15	2035	26,910	CH		3		1,615	25,295	1,615	0	

Fixed Assets Master File
12/31/2021
Items Over $5,000

Rec'd Update; information updated

Fund #	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue	Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
30501.911	Capital Projects		CH Squad Room Shower Replacement		700	2020	25	2045	13,155	CH		3		474	12,681	474	0	
30501.911	Capital Projects		Camp David Jr Cabin Upgrades		700	2020	15	2035	6,332	CDJ		3		380	5,952	380	0	
30501.911	Capital Projects		HVAC Computer System		700	2020	10	2030	1,193	CH/Juv/3rd		3		107	1,086	107	0	
30501.911	Capital Projects		CH & Third St Signage Improvements		700	2021	15	2036	5,367	CH		3		0	5,367	322	0	
30501.911	Capital Projects		Juvenile Facilities Camera Repair		700	2021	15	2036	23,441	JUV		3		0	23,441	1,406	0	
30501.911	Capital Projects		Fairground Kitchen Roof Repair		700	2021	30	2051	12,697	FG		3		0	12,697	381	0	
30501.911	Capital Projects		Veterans Center Sewer Repair		700	2021	15	2036	20,859	VET		3		0	20,859	1,252	0	
30501.911	Capital Projects		Clallam Bay Shore Line Assessment		615	2021	15	2036	9,943	CB		3		0	9,943	597	0	
30501.911	Capital Projects		Camp David Jr Water System Upgrade		710	2021	15	2036	6,844	CDJ		3		0	6,844	411	0	
30501.911	Capital Projects		Juvenile Chiller Compressor		700	2021	15	2036	17,150	JUV		3		0	17,150	1,029	0	
									6,047,715					2,287,378	3,760,336			
30601.331	Capital Projects Dungeness		Van Wagoner Property $38k	043125 350040	600	2007			39,343			1	2007-1200703		39,343	0	0	
30601.331	Capital Projects Dungeness		Bradley Property $168k (less $60k)	043125 350070	600	2007			111,848			1	2007-1203003		111,848	0	0	
30601.331	Capital Projects Dungeness		Macomber Property $45.5k	043125 350020	600	2007			46,838			1	2007-1207759		46,838	0	0	
30601.331	Capital Projects Dungeness		Levesque Property $97.5	043125 350130/135	600	2007			100,210			1	2007-1211698		100,210	0	0	
30601.331	Capital Projects Dungeness		Howat Property $500k	043136 250475	600	2009			511,604			2	2009-1233429		511,604	0	0	
30601.331	Capital Projects Dungeness		Tharinger Property $525k	043136 250010	600	2009			534,389			2	2009-1233236		534,389	0	0	
30601.331	Capital Projects Dungeness		Athow Property $198k	043136 059000	600	2011			201,524			2	2011-1262669		201,524	0	0	
									1,545,756					0	1,545,756			
30701.411	Capital Projects IT		IBM Xseries	KQBHR2z/KQBHR1Y/KQI	13	2005	5	2010	13,219	Eden		3		11,897	1,322	0	0	
30701.411	Capital Projects IT		Avaya Messaging System		14	2005	5	2010	30,000	INFO	TECH	3		27,000	3,000	0	0	
30701.411	Capital Projects IT		IBM X346 Server	8840E2U	13	2005	5	2010	8,605	INFO	TECH	3		7,745	861	0	0	
30701.411	Capital Projects IT		IBM X346 Server	8840E3U	13	2005	5	2010	7,401	INFO	TECH	3		6,661	740	0	0	
30701.411	Capital Projects IT		IBM X346 Server	KQBHA9D	13	2005	5	2010	5,442	Roads		3		4,898	544	0	0	
30701.411	Capital Projects IT		Blade Center (multiple pieces)		13	2006	6	2012	16,426	INFO	TECH	3		14,783	1,643	0	0	
30701.411	Capital Projects IT		Eden System		13	2006	10	2016	264,398	INFO	TECH	3		237,958	26,440	0	0	
30701.411	Capital Projects IT		E-Mail Archiving		13	2006	10	2016	44,962	INFO	TECH	3		40,466	4,496	0	0	
30701.411	Capital Projects IT		Eagle Recording system		13	2007	10	2017	208,927	AUDITOR		3		188,034	20,893	0	0	
30701.411	Capital Projects IT		Ethernet upgrade		13	2007	10	2017	13,864	INFO		3		12,478	1,386	0	0	
30701.411	Capital Projects IT		Blade Center (multiple pieces)		13	2007	6	2013	96,472	INFO		3		86,825	9,647	0	0	
30701.411	Capital Projects IT		ASA 5510 Security Plus Firewall	JMX124631BR/JMX1245L	13	2008	5	2013	5,798	INFO		3		5,219	580	0	0	
30701.411	Capital Projects IT		APC Symmetra UPS w/Power module	SQD0816180220/487531	13	2008	5	2013	12,827	INFO		3		11,544	1,283	0	0	
30701.411	Capital Projects IT		Avaya Tephone System Upgrade		14	2009	5	2014	272,538	INFO		3		245,284	27,254	0	0	
30701.411	Capital Projects IT		Hyland Software (Imaging Software for Clerk)		13	2011	5	2016	7,749	INFO		3		6,974	775	0	0	
30701.411	Capital Projects IT		Canon IRAC5030 color copier	GNG65091	13	2012	5	2017	8,697	INFO		3		7,827	870	0	0	
30701.411	Capital Projects IT		Tyler Cashiering Software		13	2013	10	2023	25,084	INFO		3		18,060	7,023	2,258	0	
30701.411	Capital Projects IT		Blade Server	KQ7H2RV	13	2013	5	2018	12,352	INFO		3		11,117	1,235	0	0	
30701.411	Capital Projects IT		Blade Server	KQ7H2PM	13	2013	5	2018	12,352	INFO		3		11,117	1,235	0	0	
30701.411	Capital Projects IT		Blade Server	KQ7H2RA	13	2013	5	2018	12,352	INFO		3		11,117	1,235	0	0	
30701.411	Capital Projects IT		Blade Server	KQ7H2TA	13	2013	5	2018	12,352	INFO		3		11,117	1,235	0	0	
30701.411	Capital Projects IT		Software for blade center		13	2013	5	2018	13,324	INFO		3		11,991	1,332	0	0	
30701.411	Capital Projects IT		IBM Blade Center	06XKFH9	13	2013	5	2018	12,947	INFO		3		11,653	1,295	0	0	
30701.411	Capital Projects IT		IBM Blade Center	06XKFH8	13	2013	5	2018	12,947	INFO		3		11,653	1,295	0	0	
30701.411	Capital Projects IT		RealPresence 500-720p Polycom camera	82133140D6FECV	13	2013	5	2018	13,193	JUVY		3		11,874	1,319	0	0	
30701.411	Capital Projects IT		RealPresence 500-720p Polycom camera	82133140D793CV	13	2013	5	2018	13,193	JAIL		3		11,874	1,319	0	0	
30701.411	Capital Projects IT		IBM StorwizeSFF Expansion Enclosure	7810621	13	2013	5	2018	14,359	INFO		3		12,923	1,436	0	0	
30701.411	Capital Projects IT		IBM StorwizeSFF Expansion Enclosure	7815748	13	2013	5	2018	14,359	INFO		3		12,923	1,436	0	0	
30701.411	Capital Projects IT		IBM StorwizeSFF Expansion Enclosure	7815719	13	2013	5	2018	14,359	INFO		3		12,923	1,436	0	0	
30701.411	Capital Projects IT		IBM StorwizeSFF Expansion Enclosure	7819735	13	2013	5	2018	14,359	INFO		3		12,923	1,436	0	0	
30701.411	Capital Projects IT		IBM StorwizeSFF Expansion Enclosure		13	2013	5	2018	7,528	INFO		3		6,775	753	0	0	
30701.411	Capital Projects IT		Cisco Nexus 4001 Switch Module		13	2013	5	2018	7,528	INFO		3		6,775	753	0	0	
30701.411	Capital Projects IT		Real Presence AV system		14	2015	5	2020	16,008	BOCC		3		14,407	1,601	0	0	
30701.411	Capital Projects IT		Real Presence AV system		14	2015	5	2020	16,008	SCRT		3		14,407	1,601	0	0	
30701.411	Capital Projects IT		Canon IRAC5255A	JME18918	13	2015	5	2020	13,388	PROS		3		12,050	1,339	0	0	
30701.411	Capital Projects IT		Barracuda Web Filter appliance	BAR-YF-691199	13	2015	5	2020	3,060	INFO		3		2,754	306	0	0	
30701.411	Capital Projects IT		Data storage flash array		13	2016	5	2021	46,521	INFO		3		41,869	4,652	8,374	0	
30701.411	Capital Projects IT		Kaminario K2 Expansion Mod (SAN001)	SHG1001371G4VNW	13	2017	5	2022	78,839	INFO		3		56,764	22,075	14,191	0	
30701.411	Capital Projects IT		Polycom video teleconference upgrade		13	2017	5	2022	35,902	DC1		3		25,849	10,053	6,462	0	
30701.411	Capital Projects IT	UPS003	APC Symmetra back up system	AD1742120452	5	2018	3	2021	19,100	Data Center		3		17,190	1,910	5,730	0	
30701.411	Capital Projects IT		IT Infrastruction Upgrade		13	2020	5	2025	2,069,319	Data Center		3		372,477	1,696,842	372,477	0	
									3,528,059					1,660,175	1,867,884			
					Total				55,154,367					28,148,481	27,005,886	1,867,821	-144,413	25,921
																1,749,330		
					Firearms				71,428							2,732		

KEY

No Change
New
~~Retired~~
transferred to new dept
Removed per discussion

Fixed Assets Master File
12/31/2021
Items Over $5,000

Fund #	Rec'd Update; information updated Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue Comments	2021 acc depn	nbv	2021 depn	fed source	2% on depn'd
	ASKED				Work in Progress				1,814,311								
					Grand Total				57,040,106						1,752,062		
	Assets retired/removed in 2021																
00100.221	Auditor		Cannon IR3235 Copier	DWF04730	13	2009	5	2014	5,023	AUDITOR		3	4,521	502	0	0	
00100.221	Auditor		Canon IRA4035 copier	HRP01288	13	2012	5	2017	5,328	AUDITOR		3	4,795	533	0	0	
00100.332	DCD Environmental Quality	210	Conservation Easement Josephine Pederso	073028-440120,440102,44	600	2001		2001	50,000	ELWA		2		50,000	0	0	
00100.332	DCD Environmental Quality	212	Conservation Easement Vernon Lee	043023 440040	600	2001		2001	25,000	DUNG		2		25,000	0	0	
00100.332	DCD Environmental Quality		Conservation Easement - Harris Trust	043125 350030/60	600	2003		2003	28,576	DUNG		2		28,576	0	0	
00100.332	DCD Environmental Quality	1	Parcel-P Boynton	053027 140000	600	2004		2004	10,500	DUNG		2		10,500	0	0	
00100.332	DCD Environmental Quality		Parcel - Bax	043125-350200	600	2005			157,629	DUNG		2		157,629	0	0	
00100.411	Information Technology	1933	Air Conditioner		10	1998	10	2008	40,513	BLDG		3 Under 106-000-0	36,462	4,051	0	0	
00100.411	Information Technology	2279	Polycom 2200-08666-001 View MP	8499 4400 CD75A0	13	2000	5	2005	9,091	CS	DCII	6 Under 501-000-0	8,182	909	0	0	
00100.411	Information Technology	2280	Polycom 2200-08666-001 View MP	8400 1601 33E6A0	13	2000	5	2005	9,091	CS	CRTS	6 Under 501-000-0	8,182	909	0	0	
00100.411	Information Technology		Cannon IR5570 Copier & Finisher	SLQ06994 KJZ29397	13	2006	5	2011	11,241	DCD	ADMIN	3	10,117	1,124	0	0	
00100.411	Information Technology		Cannon IR5570 Copier & Finisher	SLQ06322 KJZ29277	13	2006	5	2011	11,811	DCD	BLDG	3	10,630	1,181	0	0	
00100.461	Human Resources		Canon IR5570 Copier & Finisher	SQL30378 KJZ66267	13	2007	5	2012	11,822	HR		3	10,640	1,182	0	0	
00100.817	Sheriff Emergency Services	1	XGA DLP Projector W/2M	S/N 3MW0080043	34	2000	5	2005	5,231	EMGM		4	4,708	523	0	0	
00100.841	Prosecuting Attorney		Canon IR3235i copier	DGA11608	13	2010	5	2015	6,049	PROS		3	5,444	605	0	0	
00100.861	Superior Court		JAVS Recording System Upgrade		13	2013	7	2020	4,521	SCRT		3	4,069	452	0	0	
00100.861	Superior Court		JAVS Recording System Upgrade		13	2013	7	2020	4,466	SCRT		3	4,019	447	0	0	
00100.861	Superior Court		JAVS Recording System Upgrade		13	2013	7	2020	4,521	SCRT		3	4,069	452	0	0	
00100.861	Superior Court		Real Presence AV system		14	2015	5	2020	16,008	SCRT		3	14,407	1,601	0	0	
00100.861	Superior Court		Real Presence AV system		14	2015	5	2020	16,008	SCRT		3	14,407	1,601	0	0	
00100.861	Superior Court		Upgrade AV system		13	2016	7	2023	15,007	SCRT		3	9,648	5,360	1,930	0	
00100.861	Superior Court		JAVS A/V Upgrade Juvenile Court		13	2017	7	2024	11,581	SCRT		3	5,956	5,625	1,489	0	
00100.861	Superior Court		JAVS A/V Upgrade Superior CR2		13	2017	7	2024	11,581	SCRT		3	5,956	5,625	1,489	0	
00100.861	Superior Court		JAVS A/V Upgrade Superior CR3		13	2017	7	2024	11,938	SCRT		3	6,140	5,799	1,535	0	
00100.871	District Court I		Canon Copier	DGA29816	13	2011	5	2016	6,861	DC1		3	6,175	686	0	0	
00100.871	District Court I		JAVS Courtroom recording system Old CH		13	2015	7	2022	22,641	DC1		3	17,466	5,175	2,911	0	
00100.871	District Court I		JAVS A/V Upgrade DC CR1		13	2017	5	2022	8,449	DC1		3	6,083	2,366	1,521	0	
00100.881	District Court II		JAVS Courtroom recording system		13	2014	7	2021	28,071	DCII		3	25,264	2,807	3,609	0	
11301.511	HHS		Washing Machine	2003000047	23	2020	10	2030	13,888	Isolation Shelter		2	1,250	12,638	1,250	0	
11301.511	HHS		Dryer	2003039291	23	2020	10	2030	6,825	Isolation Shelter		2	614	6,211	614	0	
12108.331	Shoreline Block Grant	1	Conservation Easement	063000023445	600	2003		2003	83,104	Valley Creek		2		83,104	0	0	
12108.331	Shoreline Block Grant	2	Conservation Easement	043125350030/350060	600	2003		2003	28,215	Elwha River		2		28,215	0	0	
30601.331	Capital Projects Dungeness		John Deere Tractor	LV2720H307056	40	2011	3	2014	19,192			1	17,273	1,919	0	0	

Fixed Assets Master File
12/31/2021
Items in Progress

Fund Number	Fund Name	Item	Description	Serial Number	Class	Purchased	Life	Aged	Amount	Location	Sub	Revenue
30101.911	REET		Courthouse Floor Coverings		700	2018	15		40,717	CH		6
30101.911	REET		Courthouse Floor Coverings		700	2019	15		9,565	CH		6
30101.911	REET		Courthouse Floor Coverings		700	2020	15		21,750	CH		6
30101.911	REET		Courthouse Floor Coverings		700	2021	15		5,651	CH		6
30101.911	REET		Park Road Development		700	2019	15		6,504	Parks		6
30101.911	REET		Park Road Development		700	2020	15		6,430	Parks		6
30101.911	REET		Park Road Development		700	2021	15		5,152	Parks		6
30101.911	REET		Jail Lock Repair and Replacement		700	2019	25		7,956	Jail		6
30101.911	REET		Jail Lock Repair and Replacement		700	2020	25		10,211	Jail		6
30101.911	REET		Jail Lock Repair and Replacement		700	2021	25		18,887	Jail		6
30101.911	REET		Courthouse Elevator Repair		700	2020	15		102,066	CH		6
30101.911	REET		Courthouse Elevator Repair		700	2021	15		83,921	CH		6
30101.911	REET		Replace CH VAV Air System Boxes		700	2019	15		11,934	CH		6
30101.911	REET		Replace CH VAV Air System Boxes		700	2020	15		47,788	CH		6
30101.911	REET		Replace CH VAV Air System Boxes		700	2021	15		194,549	CH		6
30101.911	REET		Courthouse Pressure Wash/Minor Repari		700	2019			757	CH		6
30101.911	REET		Courthouse Pressure Wash/Minor Repari		700	2020			12,297	CH		6
30101.911	REET		Courthouse Pressure Wash/Minor Repari		700	2021			17,172	CH		6
30101.911	REET		Park Trail Project		700	2019			8,148	Parks		6
30101.911	REET		Park Trail Project		700	2020			2,367	Parks		6
30101.911	REET		Park Trail Project		700	2021			555	Parks		6
30101.911	REET		Jail Control Board		700	2020	15		69,145	Jail		6
30101.911	REET		Jail Control Board		700	2021	15		469,492	Jail		6
30101.911	REET		Jail Smoke Detector		700	2021	15		10,925	Jail		6
									1,163,940			
30201.911	REET 2		Dungeness Rec Area Site Improvement			2018	20		37,794	DRA		6
30201.912	REET 2		Courthouse Landscape/Irrigation/Sidewalk		700	2019	20		15,681	CH		6
30201.912	REET 2		Courthouse Landscape/Irrigation/Sidewalk		700	2020	20		2,131	CH		6
30201.912	REET 2		Courthouse Landscape/Irrigation/Sidewalk		700	2021	20		8,583	CH		6
									64,188			
30501.911	Capital Projects		EOC Relocation		700	2020			33,582	CH		3
30501.911	Capital Projects		EOC Relocation		700	2021	30		67,091	CH		3
30501.911	Capital Projects		Juvenile Servies Retention Pond Excavation		700	2020			5,181	Juv		3
30501.911	Capital Projects		Juvenile Servies Retention Pond Excavation		700	2021	15		13,753	Juv		3
30501.911	Capital Projects		Juvenile Facilities Replace Boiler		700	2021	15		13,753	Juv		3
									133,358			
30501.911	Capital Projects		Juvenile Servies Retention Pond Excavation		700	2020			5,181	Juv		3
30501.911	Capital Projects		Juvenile Servies Retention Pond Excavation		700	2021	15		13,753	Juv		3
30501.911	Capital Projects		Juvenile Facilities Replace Boiler		700	2021	15		13,753	Juv		3
									32,686			
30701.411	IT - Capital Projects		Network Backup HW Upgrade			2021			16,642			
30701.411	IT - Capital Projects		Bladeserver hardware to Replace			2021			389,896			
30701.411	IT - Capital Projects		CompuTech Replacement			2021			13,600			

IN PROGRESS

							420,138		
	Total						**1,814,311**		
Capitalized 2021									
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-02062	13	2020	5	55,927	SC1	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-02061	13	2020	5	55,927	SC2	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-01151	13	2020	5	55,927	SC3 (fam)	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-01152	13	2020	5	55,927	SC4 (juv)	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-02914	13	2020	5	55,927	DC1	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-06154	13	2020	5	55,927	Hist. Ct.	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-02064	13	2020	5	55,927	DC2	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-89598	13	2020	5	15,969	CCCF	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-89599	13	2020	5	15,969	Juvy Det.	1
00100.861	Superior Court	JAVS Recording Global Upgrades	SID-89600	13	2020	5	15,969	Forks Jail	1
00100.861	Superior Court	JAVS Recording Global Labor/Supplies	multiple	13	2021	5	84,202	Forks Jail	1
							523,602		
30501.911	Capital Projects	Juvenile Facilities Camera Repair		700	2019		32,428	Juv	3
30501.911	Capital Projects	Juvenile Facilities Camera Repair		700	2020		0	Juv	3
30501.911	Capital Projects	Juvenile Facilities Camera Repair		700	2021		23,441	Juv	3
							55,869		

Fixed Assets Master File
12/31/2021
Firearms

Fund #	Fund Name	Original Item	New Item	Description	Serial #	Class	Purchased	Life	Aged	Amount	Location	Revenue	2021 acc depn	nbv	2021 depn	fed source
00100.811	Operations	1	1	Machine Gun, Thompson 45 Cal	115182	16	1977	20	1997	195	Armory	7	195	0	0	0
		2	2	Rifle, Ruger M77	75-52166	16	1981	20	2001	287	Armory	7	287	0	0	0
		3	3	Carbine, Para Machine	C309989	16	1983	0	1983	567	Keegan	7	567	0	0	0
		10	4	Rifle, Garand M1 (Ceremonial)	68116	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		11	5	Rifle, Garand M1 (Ceremonial)	1383404	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		12	6	Rifle, Garand M1 (Ceremonial)	1905242	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		13	7	Rifle, Garand M1 (Ceremonial)	2013779	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		14	8	Rifle, Garand M1 (Ceremonial)	2147984	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		15	9	Rifle, Garand M1 (Ceremonial)	2504495	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		16	10	Rifle, Garand M1 (Ceremonial)	5124302	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		17	11	Rifle, Garand M1 (Ceremonial)	5384892	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		18	12	Rifle, Garand M1 (Ceremonial)	5761517	16	2001	0	2001	0	Honor Guard	6	0	0	0	0
		30	13	Revolver, S&W Model 13	AFL9374	16	1984	10	1994	154	Simunition	7	154	0	0	0
		31	14	Revolver, S&W Model 13	AFL9470	16	1984	10	1994	154	Simunition	7	154	0	0	0
		40	15	Pistol, Sig-Sauer P226	U629478	16	2000	10	2010	650	Simunition	3	650	0	0	0
		41	16	Pistol, Sig-Sauer P226	U636001	16	2000	10	2010	650	Simunition	3	650	0	0	0
		50	17	Pistol, Beretta 92F	C65099Z	16	2000	10	2010	450	Simunition	3	450	0	0	0
		51	18	Pistol, Beretta 92F	BER055733Z	16	2000	10	2010	450	Simunition	3	450	0	0	0
		60	19	Pistol, Glock 17T	TO4308	16	2000	10	2010	500	Simunition	3	500	0	0	0
		61	20	Pistol, Glock 17T	TO4309	16	2000	10	2010	500	Simunition	3	500	0	0	0
donated			21	Revolver, Taurus .38	1734310	16	2017	10	2027	0	Simunition	6	0	0	0	0
			22	Pistol, North American Arms	D20476	16	2005	10	2015	0	Simunition	6	0	0	0	0
			23	Pistol, Sig-Sauer P229	AM 13134	16	2004	10	2014	572	Armory	6	572	0	0	0
			24	Pistol, Beretta 8040	075817MC	16	2004	10	2014	628	B Cortani	6	628	0	0	0
Old equip			25	Hawkins 37mm Launcher	3325	16	<2000				Armory	6	0	0	0	0
Old equip			26	Defense Tech 37 mm Gas Gun	D14551	16	<2000				Armory	6	0	0	0	0
		100	27	Shotgun, Mossberg 500	K693095	16	1990	20	2010	245	Armory	6	245	0	0	0
		101	28	Shotgun, Mossberg 500	K812462	16	1990	20	2010	245	Armory	6	245	0	0	0
		102	29	Shotgun, Mossberg 500	L384841	16	2000	20	2020	250	J Pickrell/Amory	3	250	0	0	0
		121	30	Shotgun, Remington 870P	V610573V	16	1985	20	2005	272	Armory	3	272	0	0	0
		123	31	Shotgun, Remington 870P	V877379V	16	1984	20	2004	287	Armory	7	287	0	0	0
		125	32	Shotgun, Remington 870P	W018956V	16	1984	20	2004	260	Armory	7	260	0	0	0
		126	33	Shotgun, Remington 870P	W680782M	16	1988	20	2008	284	Woolman/Armory	3	284	0	0	0
		127	34	Shotgun, Remington 870P	W680843M	16	1988	20	2008	285	S Estep/Armory	3	285	0	0	0
		128	35	Shotgun, Remington 870P	W687115M	16	1988	20	2008	285	H Eagan/Armory	3	285	0	0	0
		129	36	Shotgun, Remington 870P	A535427M	16	1992	20	2012	318	Gribbon/Armory	3	318	0	0	0
		130	37	Shotgun, Remington 870P	A585393M	16	1992	20	2012	318	P Glass/Armory	3	318	0	0	0
		131	38	Shotgun, Remington 870P	B383161M	16	1995	20	2015	315	W Benedict/Armory	3	315	0	0	0
		132	39	Shotgun, Remington 870P	B383166M	16	1995	20	2015	315	J Earls/Armory	3	315	0	0	0
		133	40	Shotgun, Remington 870P	B383167M	16	1995	20	2015	315	Morris/Armory	3	315	0	0	0
		134	41	Shotgun, Remington 870P	B383170M	16	1995	20	2015	315	B StoppaniArmory	3	315	0	0	0
		135	42	Shotgun, Remington 870P	B383174M	16	1995	20	2015	315	J Dixon/Armory	3	315	0	0	0
		136	43	Shotgun, Remington 870P	B383204M	16	1995	20	2015	315	Armory	3	315	0	0	0
		137	44	Shotgun, Remington 870P	B384136M	16	1995	20	2015	315	J Keegan/Armory	3	315	0	0	0
		138	45	Shotgun, Remington 870P	B625107M	16	1999	20	2019	350	Armory	3	350	0	0	0
		139	46	Shotgun, Remington 870P	B639290M	16	1999	20	2019	350	Armory	3	350	0	0	0
		140	47	Shotgun, Remington 870P	B639308M	16	1999	20	2019	350	Armory	3	350	0	0	0
		141	48	Shotgun, Remington 870P	B970637M	16	1999	20	2019	350	H Edwards/Armory	3	350	0	0	0
		142	49	Shotgun, Remington 870P	B970684M	16	1999	20	2019	350	S Minks/Armory	3	350	0	0	0
		143	50	Shotgun, Remington 870P	C198433M	16	1999	20	2019	0	Armory	3	0	0	0	0
		144	51	Shotgun, Remington 870P	C198459M	16	1999	20	2019	0	E Munger/Armory	3	0	0	0	0
		145	52	Shotgun, Remington 870P	C274216M	16	1999	20	2019	0	Armory	3	0	0	0	0
		146	53	Shotgun, Remington 870P	C274229M	16	1999	20	2019	0	Armory	3	0	0	0	0
		147	54	Shotgun, Remington 870P	C274272M	16	1999	20	2019	0	B Knutson/Armory	3	0	0	0	0
		148	55	Shotgun, Remington 870P	C274274M	16	1999	20	2019	0	D Heck/Armory	3	0	0	0	0
		149	56	Shotgun, Remington 870P	C274284M	16	1999	20	2019	0	Fletcher/Armory	3	0	0	0	0
		150	57	Shotgun, Remington 870P	C274285M	16	1999	20	2019	0	E Anderson/Armory	3	0	0	0	0

FIREARMS

Fixed Assets Master File
12/31/2021
Firearms

Fund #	Fund Name	Original Item	New Item	Description	Serial #	Class	Purchased	Life	Aged	Amount	Location	Revenue	2021 acc depn	nbv	2021 depn	fed source
		151	58	Shotgun, Remington 870P	C274287M	16	1999	20	2019	0	Armory	3	0	0	0	0
		152	59	Shotgun, Remington 870P	C274290M	16	1999	20	2019	350	Hoban/Armory	3	350	0	0	0
		153	60	Shotgun, Remington 870P	C274296M	16	1999	20	2019	350	B Cortani/Armory	3	350	0	0	0
		154	61	Shotgun, Remington 870P	C274302M	16	1999	20	2019	350	J Waterhouse/Armory	3	350	0	0	0
		155	62	Shotgun, Remington 870P	C970622M	16	1999	20	2019	350	S Parker/Armory	3	350	0	0	0
		156	63	Shotgun, Remington 870P	C970679M	16	1999	20	2019	350	Armory	3	350	0	0	0
		157	64	Shotgun, Remington 870P	C970700M	16	1999	20	2019	350	J Ley/Armory	3	350	0	0	0
		158	65	Shotgun, Remington 870P	C987314M	16	1999	20	2019	350	Armory	3	350	0	0	0
		159	66	Shotgun, Remington 870P	D245204M	16	1999	20	2019	350	S Sampson/Armory	3	350	0	0	0
		160	67	Shotgun, Remington 870P	D245209M	16	1999	20	2019	350	J Hollis/Armory	3	350	0	0	0
		161	68	Shotgun, Remington 870P	D245215M	16	1999	20	2019	350	A Bundy/Armory	3	350	0	0	0
			69	Shotgun, Remington AwC	B343521M	16	2019	30	2049	0	C AndersonArmory	6	0	0	0	0
		180	70	Rifle, Ruger Mini 14	184-83416	16	1999	20	2019	0	Armory	3	0	0	0	0
		181	71	Rifle, Ruger Mini 14	186-60110	16	1999	20	2019	0	Armory	3	0	0	0	0
			72	Rifle, Marlin 922M	01338004	16	2008	20	2028		T Kellas/Armory	3	0	0	0	0
			73	Rifle, Marlin 922M	01338028	16	2008	20	2028		Armory	3	0	0	0	0
		191	74	Rifle, Colt AR15A2	MH030559	16	1992	20	2012	607	Armory	3	607	0	0	0
		192	75	Rifle, Colt AR15A3	LBD008388	16	1998	20	2018	1,236	B Stoppani/Armory	3	1,236	0	0	0
		220	84	Rifle, Colt M16A2	7434596	16	2001	20	2021	530	E Anderson	3	530	0	24	0
		221	85	Rifle, Colt M16A2	7434689	16	2001	20	2021	530	Armory	3	530	0	24	0
		222	86	Rifle, Colt M16A2	7435421	16	2001	20	2021	530	W Benedict	3	530	0	24	0
		223	87	Rifle, Colt M16A2	7435442	16	2001	20	2021	530	Armory	3	530	0	24	0
		224	88	Rifle, Colt M16A2	7435460	16	2001	20	2021	530	J Ley	3	530	0	24	0
		225	89	Rifle, Colt M16A2	7435475	16	2001	20	2021	530	Armory	3	530	0	24	0
		226	90	Rifle, Colt M16A2	7435509	16	2001	20	2021	530	Armory	3	530	0	24	0
		227	91	Rifle, Colt M16A2	7435518	16	2001	20	2021	530	Armory	3	530	0	24	0
		228	92	Rifle, Colt M16A2	7435535	16	2001	20	2021	530	E Hoban	3	530	0	24	0
		229	93	Rifle, Colt M16A2	7435543	16	2001	20	2021	530	J Earls	3	530	0	24	0
		230	94	Rifle, Colt M16A2	7435563	16	2001	20	2021	530	Amory	3	530	0	24	0
		231	95	Rifle, Colt M16A2	7435625	16	2001	20	2021	530	Armory	3	530	0	24	0
		232	96	Rifle, Colt M16A2	7435740	16	2001	20	2021	530	D Fletcher	3	530	0	24	0
		233	97	Rifle, Colt M16A2	7435761	16	2001	20	2021	530	H Edwards	3	530	0	24	0
		234	98	Rifle, Colt M16A2	7435783	16	2001	20	2021	530	Armory	3	530	0	24	0
		235	99	Rifle, Colt M16A2	7435815	16	2001	20	2021	530	Armory	3	530	0	24	0
			100	Rifle, Bushmaster XM15-E26	BFI631087	16	2002	20	2022	685	B Knutson	3	651	34	31	0
		250	101	Rifle, Bushmaster XM15-E26	L228114	16	2002	20	2022	685	Armory	3	651	34	31	0
		251	102	Rifle, Bushmaster XM15-E26	L228304	16	2002	20	2022	685	Armory	3	651	34	31	0
		252	103	Rifle, Bushmaster XM15-E26	L228307	16	2002	20	2022	685	J Hollis	3	651	34	31	0
		253	104	Rifle, Bushmaster XM15-E26	L228327	16	2002	20	2022	685	J Pickerell	3	651	34	31	0
		254	105	Rifle, Bushmaster XM15-E26	L230506	16	2002	20	2022	685	C Moon	3	651	34	31	0
		255	106	Rifle, Bushmaster XM15-E26	L230763	16	2002	20	2022	685	S Estep	3	651	34	31	0
			107	Rifle, Colt AR-15	LEO 24968	16	2006	10	2016		R Cameron Sr	3	0	0	0	0
		11	108	Pistol, Glock 22	GEP 368	16	2004	10	2014	114	J Hollis	4	114	0	0	0
		81	109	Pistol, Glock 22	GEP 423	16	2004	10	2014	114	Simulator	3	114	0	0	0
			110	Pistol, Glock 27	MCC 121	16	2008	10	2018	380	Armory	3	380	0	0	0
			111	Pistol, Glock 22	MDX 817	16	2008	10	2018	380	Simulator	3	380	0	0	0
			112	Bushmaster Rifle XM15-E25	L494886	16	2008	10	2018	380	J Keegan	3	380	0	0	0
			113	Bushmaster Rifle XM15-E25	L494920	16	2008	10	2018	380	S Parker	3	380	0	0	0
			114	Bushmaster Rifle XM15-E25	L495103	16	2008	10	2018	380	J Waterhouse	3	380	0	0	0
Donated			115	Shotgun, H&A Arms	13040	16	2017	10	2027	0	Armory	6	0	0	0	0
Donated			116	Shotgun, Iver Johnson	38626	16	1977	20	1997	0	Armory	6	0	0	0	0
Evidence			117	Carbine AK47 Prop/train	MDS1KP	16	2015	10	2025	0	Armory	6	0	0	0	0
			118	Pistol, S&W MP	HSN3271	16	2016	10	2026	450	Armory	3	225	225	41	0
			119	Pistol, S&W MP	HRA3230	16	2016	10	2026	450	Munger	3	225	225	41	0
			123	Pistol, S&W MP	HSM8095	16	2016	10	2026	450	J Waterhouse	3	225	225	41	0
			124	Pistol, S&W MP	HSN3357	16	2016	10	2026	450	Cameron	3	225	225	41	0
			125	Pistol, S&W MP 2.0	NAY3103	16	2017	10	2027	425	Middlekauff	3	170	255	38	0

Fixed Assets Master File
12/31/2021
Firearms

Fund #	Fund Name	Original Item	New Item	Description	Serial #	Class	Purchased	Life	Aged	Amount	Location	Revenue	2021 acc depn	nbv	2021 depn	fed source
			126	Pistol, S&W MP 40 Shield	HMP4614	16	2016	10	2026	450	B King	3	225	225	41	0
			127	Rifle SWMP 15	ST30665	16	2013	10	2023	510	S Minks	3	408	102	46	0
			128	Rifel SWMP 15	SR93462	16	2013	10	2023	510	B King	6	408	102	46	0
			129	Rifle SWMP 15	ST30738	16	2013	10	2023	510	P Glass	6	408	102	46	0
			130	Rifle, S&W MP15	TJ05350	16	2017	10	2027	520	C Anderson	3	208	312	47	0
			131	Rifle, S&W MP15	TJ16442	16	2017	10	2027	510	E Munger	3	204	306	46	0
			132	Rifle, S&W MP15	TJ05368	16	2017	10	2027	510	Sampson	3	204	306	46	0
			133	Rifle, S&W MP15	TJ16934	16	2017	10	2027	520	Armory	3	208	312	47	0
			134	Rifle, S&W MP15	TK0537	16	2018	10	2028	520	B Cortani	3	156	364	47	0
			135	Rifle, S&W MP15	TK04303	16	2018	10	2028	510	J Dixon	3	153	357	46	0
			136	Rifle, S&W MP15	TK04313	16	2018	10	2028	510	Amory	3	153	357	46	0
new in 2020			137	Rifle, S&W MP15	TJ03486	16	2020	10	2030	520	Amory	6	52	468	47	0
new in 2020			138	Rifle, S&W MP15	TJ02210	16	2020	10	2030	520	P Woolman	6	52	468	47	0
			139	Rifle, S&W MP15	TK04315	16	2018	10	2028	520	HEeagan	3	156	364	47	0
			140	Pistol, S&W MP 2.0	NCW 0581	16	2018	20	2038	425	D. Dahl	3	64	361	19	0
			141	Pistol, S&W MP 2.0	NCV 6642	16	2018	20	2038	425	B Wessel	3	64	361	19	0
			142	Pistol, S&W MP 2.0	NCV 6650	16	2018	20	2038	425	Simulator	3	64	361	19	0
			143	Pistol, S&W MP 2.0	NCV 6624	16	2018	20	2038	425	E Mildon	3	64	361	19	0
			144	Pistol, S&W MP 2.0	NCV 6639	16	2018	20	2038	425	D Wenzl	3	64	361	19	0
			145	Pistol, S&W MP 2.0	NCV 6723	16	2018	20	2038	425	T Cortani	3	64	361	19	0
			146	Pistol, S&W MP 2.0	NCW 0763	16	2018	20	2038	425	Amory	3	64	361	19	0
			147	Pistol, S&W MP 2.0	NCV 6641	16	2018	20	2038	425	N Pence	3	64	361	19	0
			148	Pistol, S&W MP 2.0	NCW 0751	16	2018	20	2038	425	A Nehouse	3	64	361	19	0
			149	Pistol, S&W MP 2.0	NCW1681	16	2018	20	2038	425	E McKellar	3	64	361	19	0
			150	Pistol, S&W MP 2.0	NCW 0579	16	2018	20	2038	425	P Glass	3	64	361	19	0
			151	Pistol, S&W MP 2.0	NCW0772	16	2018	20	2038	425	M Clark	3	64	361	19	0
			152	Pistol, S&W MP 2.0	NCW 0706	16	2018	20	2038	425	O McCann	3	64	361	19	0
			153	Pistol, S&W MP 2.0	NCW 0580	16	2018	20	2038	425	Ross Cameron	3	64	361	19	0
			154	Pistol, S&W MP 2.0	NCV 5996	16	2018	20	2038	425	J Earls	3	64	361	19	0
			155	Pistol, S&W MP 2.0	NCW 0130	16	2018	20	2038	425	W Peterson/Amory	3	64	361	19	0
			156	Pistol, S&W MP 2.0	NCV 6636	16	2018	20	2038	425	K Arand	3	64	361	19	0
			157	Pistol, S&W MP 2.0	NCW 0744	16	2018	20	2038	425	S Waterhouse	3	64	361	19	0
			158	Pistol, S&W MP 2.0	NCV 6760	16	2018	20	2038	425	J Morgan	3	64	361	19	0
			159	Pistol, S&W MP 2.0	NCV 6252	16	2018	20	2038	425	Amory	3	64	361	19	0
			160	Pistol, S&W MP 2.0	NCW 0128	16	2018	20	2038	425	H Edwards	3	64	361	19	0
			161	Pistol, S&W MP 2.0	NCW 0769	16	2018	20	2038	425	J Hollis	3	64	361	19	0
			162	Pistol, S&W MP 2.0	NCW 0086	16	2018	20	2038	425	Amory	3	64	361	19	0
			163	Pistol, S&W MP 2.0	NCW 0743	16	2018	20	2038	425	H Eagan	3	64	361	19	0
			164	Pistol, S&W MP 2.0	NCW 0760	16	2018	20	2038	425	S Estep	3	64	361	19	0
			165	Pistol, S&W MP 2.0	NCW 0755	16	2018	20	2038	425	J Finley	3	64	361	19	0
			166	Pistol, S&W MP 2.0	NCW 0767	16	2018	20	2038	425	G Gort	3	64	361	19	0
			167	Pistol, S&W MP 2.0	NCW 0761	16	2018	20	2038	425	B King	3	64	361	19	0
			168	Pistol, S&W MP 2.0	NCW 1690	16	2018	20	2038	425	N Cannidy	3	64	361	19	0
			169	Pistol, S&W MP 2.0	NCW 0138	16	2018	20	2038	425	E Morris	3	64	361	19	0
			170	Pistol, S&W MP 2.0	NCW 0704	16	2018	20	2038	425	Armory	3	64	361	19	0
			171	Pistol, S&W MP 2.0	NCW 0582	16	2018	20	2038	425	J Pickerell	3	64	361	19	0
			172	Pistol, S&W MP 2.0	NCW 0705	16	2018	20	2038	425	Armory	3	64	361	19	0
			173	Pistol, S&W MP 2.0	NCV 6011	16	2018	20	2038	425	S Hoban	3	64	361	19	0
			174	Pistol, S&W MP 2.0	NCW 1687	16	2018	20	2038	425	B Knutson	3	64	361	19	0
			175	Pistol, S&W MP 2.0	NCV 6719	16	2018	20	2038	425	Armory	3	64	361	19	0
			176	Pistol, S&W MP 2.0	NCW 0597	16	2018	20	2038	425	E Munger	3	64	361	19	0
			178	Pistol, S&W MP 2.0	NCW 1684	16	2018	20	2038	425	T Kellas	3	64	361	19	0
			179	Pistol, S&W MP 2.0	NCW 0122	16	2018	20	2038	425	C Moon	3	64	361	19	0
			180	Pistol, S&W MP 2.0	NCV 6258	16	2018	20	2038	425	Simulator	3	64	361	19	0
			181	Pistol, S&W MP 2.0	NCW 0598	16	2018	20	2038	425	A Bundy	3	64	361	19	0
			182	Pistol, S&W MP 2.0	NCW 0759	16	2018	20	2038	425	J Waterhouse	3	64	361	19	0
			183	Pistol, S&W MP 2.0	NCW 0745	16	2018	20	2038	425	W Benedict	3	64	361	19	0

Fixed Assets Master File
12/31/2021
Firearms

Fund #	Fund Name	Original Item	New Item	Description	Serial #	Class	Purchased	Life	Aged	Amount	Location	Revenue	2021 acc depn	nbv	2021 depn	fed source
			184	Pistol, S&W MP 2.0	NCW 1685	16	2018	20	2038	425	Armory	3	64	361	19	0
			185	Pistol, S&W MP 2.0	NCW 0762	16	2018	20	2038	425	J Dixon	3	64	361	19	0
			186	Pistol, S&W MP 2.0	NCW 1695	16	2018	20	2038	425	M Murphy	3	64	361	19	0
			187	Pistol, S&W MP 2.0	NCW 0707	16	2018	20	2038	425	S Minks	3	64	361	19	0
			188	Pistol, S&W MP 2.0	NCV 6646	16	2018	20	2038	425	C Anderson	3	64	361	19	0
			189	Pistol, S&W MP 2.0	NCW 0742	16	2018	20	2038	425	S Sampson	3	64	361	19	0
			190	Pistol, S&W MP 2.0	NCW 0140	16	2018	20	2038	425	E Andrews	3	64	361	19	0
			191	Pistol, S&W MP 2.0	NCW 1683	16	2018	20	2038	425	M Raemer	3	64	361	19	0
			192	Pistol, S&W MP 2.0	NCW 0089	16	2018	20	2038	425	D Bryant	3	64	361	19	0
			193	Pistol, S&W MP 2.0	NCW 1696	16	2018	20	2038	425	R Bray	3	64	361	19	0
			194	Pistol, S&W MP 2.0	NCW 0133	16	2018	20	2038	425	J Walkup	3	64	361	19	0
			195	Pistol, S&W MP 2.0	NCW 6720	16	2018	20	2038	425	S Brooks	3	64	361	19	0
			196	Pistol, S&W MP 2.0	NCW 0583	16	2018	20	2038	425	B Martin	3	64	361	19	0
			197	Pistol, S&W MP 2.0	NCW 0896	16	2018	20	2038	425	R Cooper	3	64	361	19	0
			198	Pistol, S&W MP 2.0	NCV 6622	16	2018	20	2038	425	C Brooks	3	64	361	19	0
			199	Pistol, S&W MP 2.0	NCW 0708	16	2018	20	2038	425	M Hutchin	3	64	361	19	0
			200	Pistol, S&W MP 2.0	NCW 0771	16	2018	20	2038	425	Armory	3	64	361	19	0
			201	Pistol, S&W MP 2.0	NCV 6640	16	2018	20	2038	425	B Cortani	3	64	361	19	0
			202	Pistol, S&W MP 2.0	NCW 0754	16	2018	20	2038	425	P Woolman	3	64	361	19	0
			203	Pistol, S&W MP 2.0	NCW 0748	16	2018	20	2038	425	S Bersten	3	64	361	19	0
			204	Pistol, S&W MP 2.0	NCV 6637	16	2018	20	2038	425	Z Grall	3	64	361	19	0
			205	Pistol, S&W MP 2.0	NCW 0753	16	2018	20	2038	425	B Woolman	3	64	361	19	0
			206	Pistol, S&W MP 2.0 Compact	NJR 1449	16	2021	20	2041	481	S Sampson	3	0	481	22	0
			207	Springfield XDs sub com. 9mm	S3928437	16	2020	20	2040	300	Armory	6	15	285	14	0
evidence			208	Pistol, KAHR CW9 9mm	YD1326	16	2021	20	2041		Armory	6	0	0	0	0
			209	RCBS Ammo Reloading Equip	18975	16	2019	10	2029	150	B Cortani	6	30	120	14	0
donation				Diamond Back Firearms	DB1916325	16	2021	20	2041		Armory	6	0	0	0	0
										71,428			41,521	29,907	2,732	0

Retired in 2021

76	Rifle, Colt M16A1	1059424	16	1998	20	2018	0	Returned to DERMO	6
77	Rifle, Colt M16A1	1182589	16	1998	20	2018	0	Returned to DERMO	6
78	Rifle, Colt M16A1	1188141	16	1998	20	2018	0	Returned to DERMO	6
79	Rifle, Colt M16A1	1897122	16	1998	20	2018	0	Returned to DERMO	6
80	Rifle, Colt M16A1 (Hydra)	3020158	16	1998	20	2018	0	Returned to DERMO	6
81	Rifle, Colt M16A1	4767742	16	1998	20	2018	0	Returned to DERMO	6
82	Rifle, Colt M16A1	4768010	16	1998	20	2018	0	Returned to DERMO	6
83	Rifle, Colt M16A1	4776825	16	1998	20	2018	0	Returned to DERMO	6

6
11/21/22

AGENDA ITEM SUMMARY

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

Department: Auditor/BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-21-22**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.02 Pawnbroker needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m.

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?)
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.02 Pawnbrokers needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Shoona Riggs and Elizabeth Stanley – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

Date submitted: October 17, 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)

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

PUBLIC HEARING

An ordinance repealing in its entirety
Clallam County Code Chapter 7.02 Pawnbrokers

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday December 13, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://wa-clallamcounty.civicplus.com/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Clallam County Code Chapter 7.02 Pawnbrokers

SUMMARY OF PROPOSED CHANGES:
7.02.010 Pawnbrokers and pawnshops defined - Hereby repealed in its entirety
7.02.020 Pawnbroker's license fee - Hereby repealed in its entirety
7.02.030 Exemption - Hereby repealed in its entirety
7.02.040 Pawnbroker's bond - Hereby repealed in its entirety
7.02.050 Licensing agent - Hereby repealed in its entirety
7.02.060 Duty to record information - Hereby repealed in its entirety
7.02.070 Inspection of records - Hereby repealed in its entirety
7.02.080 Removal of goods - Hereby repealed in its entirety
7.02.090 Unlawful receiving – Hereby repealed in its entirety

Publish: December 2, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance repealing in its entirety
Chapter 7.02 Pawnbrokers

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:
Hereby repealed in its entirety

Section 7.02.010, Pawnbrokers and pawnshops defined, is ~~amended to read as follows~~:
~~(1) "Pawnbroker," as used in this chapter, means and includes every person who takes or receives by way of pledge, pawn or exchange, goods, wares, or merchandise, or any kind of personal property whatever, for the repayment or security of any money loaned thereon, or to loan money on deposit of personal property.~~
~~(2) "Pawnshop" means and includes every place at which the business of pawnbroker is being carried on.~~
Hereby repealed in its entirety

Section 7.02.020, Pawnbroker's license fee, is ~~amended to read as follows~~:
~~It shall be unlawful for any person to engage in the business of pawnbroker, or to conduct a pawnshop, without first having obtained a license to do so, to be known as a "pawnbroker's license." The fee for a pawnbroker's license is listed in the Consolidated Fee Schedule (Chapter 5.100 CCC). A separate license is required for each individual pawnshop.~~
Hereby repealed in its entirety

Section 7.02.030, Exemption, is ~~amended to read as follows~~:
~~This chapter is not intended to include auctions and auctioneers.~~
Hereby repealed in its entirety

Section 7.02.040, Pawnbroker's bond, is ~~amended to read as follows~~:
~~In addition to the license fee and before such license is issued, the applicant shall be required to give to the County of Clallam for each pawnshop a sufficient surety bond in the sum of $10,000 running in the favor of the County of Clallam, and conditioned for the faithful observance by the licensee of all the requirements of this and all other ordinances of Clallam County and all State laws relating to the business of pawnbroker.~~
Hereby repealed in its entirety

Section 7.02.050, Licensing agent, is ~~amended to read as follows~~:
~~No person may operate as a pawnbroker within Clallam County without first having secured from the Clallam County Auditor a business license for such a purpose. The Clallam County Auditor is the custodian of the bonds required under this chapter.~~
Hereby repealed in its entirety

Section 7.02.060, Duty to record information, is ~~amended to read as follows~~:
~~(1) Every pawnbroker and secondhand dealer doing business in this State shall maintain wherever that business is conducted a record in which shall be legibly written in the English language, at the time of each transaction, the following information:~~
~~(a) The signature of the person with whom the transaction is made;~~

~~(b) The date of the transaction;~~

~~(c) The name of the person or employee or the identification number of the person or employee conducting the transaction as required by the County Sheriff's Office;~~

~~(d) The name, date of birth, sex, height, weight, race, and address and telephone number of the person with whom the transaction is made;~~

~~(e) A complete description of the property pledged, bought, or consigned, including the brand name, serial number, model number or name, any initials or engraving, size, pattern, and color of stone or stones, and in the case of firearms, the caliber, barrel length, type of action, and whether it is a pistol, rifle, or shotgun;~~

~~(f) The price paid or the amount loaned;~~

~~(g) The type and identifying number of identification used by the person with whom the transaction was made, which shall consist of a valid driver's license or identification card issued by any state or two pieces of identification issued by a governmental agency, one of which shall be descriptive of the person identified. At all times, one piece of current government issued picture identification will be required; and~~

~~(h) The nature of the transaction, a number identifying the transaction, the store identification as designated by the applicable law enforcement agency, or the name and address of the business and the name of the person or employee conducting the transaction, and the location of the property.~~

~~(2) This record shall at all times during the ordinary hours of business, or at reasonable times if ordinary hours of business are not kept, be open to the inspection of any commissioned law enforcement officer of the State or any of its political subdivisions, and shall be maintained wherever that business is conducted for three years following the date of the transaction.~~

Hereby repealed in its entirety

Section 7.02.070, Inspection of records, is ~~amended to read as follows~~:

~~All books and other records of any pawnbroker relating to purchase, pledge, exchange, barter or receipt of any goods, wares, merchandise, or other articles or things of value shall at all times during the ordinary hours of business be open for inspection by any commissioned law enforcement officer of the State or any of its political subdivisions and all articles or things received, purchased or left in pledge with said pawnbroker shall at all times be open to a like inspection.~~

Hereby repealed in its entirety

Section 7.02.080, Removal of goods, is ~~amended to read as follows~~:

~~It shall be unlawful for any pawnbroker to remove any goods, articles or things purchased by him, or left with him, in pledge, from his store or place of business until the expiration of 30 days after the same has been purchased, received or left in pawn, unless the said goods, articles, or things have, within the time specified, been inspected as provided in this chapter.~~

Hereby repealed in its entirety

Section 7.02.090, Unlawful receiving, is ~~amended to read as follows~~:

~~It shall be unlawful for any pawnbroker, his clerk, or employee to receive in pledge, or purchase, any article or thing from any person under 18 years of age, or from any person who is at the time intoxicated, or from a habitual drunkard, or from any person addicted to the use of narcotic drugs, or from any person known to be a thief, or a receiver of stolen property, or from any person whom he has reason to suspect or believe to be such.~~

~~The fact of loaning money upon or purchasing goods from any of the classes of persons enumerated in this section shall be prima facie evidence of an intent on the part of such pawnbroker, his agent or employee, to violate this chapter.~~
Hereby repealed in its entirety

Section 7.02.100, Pawnshops to be closed during certain hours, is ~~amended to read as follows~~:
~~Repealed by Ord. 908.~~
Hereby repealed in its entirety

Section 7.02.110, Penalties, is ~~amended to read as follows~~:
~~Any person violating or failing to comply with any of the terms and provisions of this chapter shall be deemed guilty of a gross misdemeanor under Chapter 9A.20 RCW.~~
Hereby repealed in its entirety

Section 7.02.120, Who may be guilty of violation of this chapter, is ~~amended to read as follows~~:
~~Every person concerned in any act or omission in violation of this chapter, whether he directly performs or omits to perform any act in violation of this chapter, or aids or abets the same whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures the terms of this chapter and shall be proceeded against and prosecuted as such.~~
Hereby repealed in its entirety

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST: _____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

DRAFT

7
11/21/22

AGENDA ITEM SUMMARY

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

Department: Auditor/BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.12 Dance Halls needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m.

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?)
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.12 Dance Halls needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Shoona Riggs and Elizabeth Stanley – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

Date submitted: October 17, 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)

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

PUBLIC HEARING

An ordinance repealing in its entirety
Clallam County Code Chapter 7.12 Dance Halls

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday December 13, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://wa-clallamcounty.civicplus.com/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Clallam County Code Chapter 7.12 Dance Halls

SUMMARY OF PROPOSED CHANGES:
7.12.010 General Purpose - Hereby repealed in its entirety
7.12.020 License fees - Hereby repealed in its entirety
7.12.030 Auditor - Licensor - Hereby repealed in its entirety
7.12.040 License subject to conditions - Hereby repealed in its entirety
7.12.050 Peace officer - Hereby repealed in its entirety
7.12.060 Restriction - Hereby repealed in its entirety
7.12.070 Duty to enforce - Hereby repealed in its entirety
7.12.080 Violations - Hereby repealed in its entirety
7.12.090 Effective date – Hereby repealed in its entirety

Publish: December 2, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance repealing in its entirety
Chapter 7.12 Dance Halls

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 7.12.010, General purpose, is ~~amended to read as follows~~:

~~This chapter is for the purpose of fixing license fees and administration rules and regulations for public dances within Clallam County, and also outside the limits of incorporated cities and villages; under and pursuant to the sections of Remington Revised Statutes designated in the ordinance codified in this chapter.~~
Hereby repealed in its entirety

Section 7.12.020, License fees, is ~~amended to read as follows~~:

~~The annual license fee and the fee for one dance shall be as listed in the Consolidated Fee Schedule (Chapter 5.100 CCC).~~
Hereby repealed in its entirety

Section 7.12.030, Auditor - Licensor, is ~~amended to read as follows:~~

~~Licenses hereunder shall be issued by the County Auditor of Clallam County, Washington, and no license shall be issued to any person who has been twice convicted of a violation of this chapter, or of the statutes above designated.~~
Hereby repealed in its entirety

Section 7.12.040, License subject to conditions, is ~~amended to read as follows~~:

~~No license shall be issued to any person or organization until it shall be shown to the satisfaction of the licensing official hereinafter named, that the building in which such dance or dances will be held fully complies with all provisions of the ordinances of Clallam County, Washington, relating to fire regulations, and with all rules and regulations of the Health Department of the State of Washington, and that such building is equipped with indoor toilet facilities.~~
Hereby repealed in its entirety

Section 7.12.050, Peace officer, is ~~amended to read as follows~~:

~~It shall be the duty of every dance hall operator to have on duty at all times that a dance is being held an officer duly deputized by the Sheriff of Clallam County, whose sole duty shall be that of maintaining order, and whose services shall be paid for by such operator.~~
Hereby repealed in its entirety

Section 7.12.060, Restriction, is ~~amended to read as follows~~:

~~All persons under the age of 18 years, who have gained admission to dance by the purchase of a ticket, and who thereafter leave the dance hall, shall not be readmitted until he, or she, has purchased another ticket equal in price to the original price of admission; provided, however, that this provision shall not apply to members of the Armed Forces of the United States.~~
Hereby repealed in its entirety

DRAFT

Section 7.12.070, Duty to enforce, is ~~amended to read as follows~~:

~~It shall be the duty of all persons or organizations obtaining dance hall licenses to see that all of the provisions of Sections 8303-1 to 8303-7, inclusive, Remington Revised Statutes of Washington, and of this chapter are strictly enforced and observed, and failure to do so shall be sufficient cause for immediate revocation of all licenses issued hereunder.~~

Hereby repealed in its entirety

Section 7.12.080, Violations, is ~~amended to read as follows~~:

~~Any person who shall violate or fail to comply with any provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in any sum not exceeding $250, or by imprisonment for a term not to exceed 90 days, or by both such fine and imprisonment.~~

Hereby repealed in its entirety

Section 7.12.090, Effective date, is ~~amended to read as follows~~:

~~This chapter shall take effect 60 days from date of adoption.~~

Hereby repealed in its entirety

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Mark Ozias, Chair

ATTEST:

_____

Randy Johnson

_____ _____

Loni Gores, CMC, Clerk of the Board Bill Peach

DRAFT

8
11/21/22

AGENDA ITEM SUMMARY

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

Department: Auditor/BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.16 Amusement Devices needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m.

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?)
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.16 Amusement Devices needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, December 13, 2022 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Shoona Riggs and Elizabeth Stanley – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

Date submitted: October 17, 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)

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

PUBLIC HEARING

An ordinance repealing in its entirety
Clallam County Code Chapter 7.16 Amusement Devices

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday December 13, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://wa-clallamcounty.civicplus.com/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Clallam County Code Chapter 7.16 Amusement Devices

SUMMARY OF PROPOSED CHANGES:
7.16.010 Definitions - Hereby repealed in its entirety
7.16.020 Ownership of amusement devices - Hereby repealed in its entirety
7.16.030 License - Application - Hereby repealed in its entirety
7.16.040 Licensee – Good moral character - Hereby repealed in its entirety
7.16.050 License fees - Hereby repealed in its entirety
7.16.060 Annual payment - Hereby repealed in its entirety
7.16.070 License application submitted to County Auditor - Hereby repealed in its entirety
7.16.080 Revocation - Hereby repealed in its entirety
7.16.090 Proximity to school – Hereby repealed in its entirety
7.16.100 Age restriction – Hereby repealed in its entirety
7.16.110 Enforcement – Hereby repealed in its entirety
7.16.120 Severability – Hereby repealed in its entirety

Publish: December 2, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance repealing in its entirety
Chapter 7.16 Amusement Devices

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 7.16.010, Definitions, is ~~amended to read as follows~~:

~~"Amusement device" means any machine, device, contrivance, apparatus or appliance, mechanical, electrical or hand-propelled, designed to be used or used in whole or in part as an instrument or instrumentality for engaging in the use and exercise of skill by one or more persons in playing a game for the amusement and entertainment of the player or players and which is maintained commercially for such purpose, and payment is made by the insertion of a coin, or otherwise, by the player or players for such use or play, or which is maintained commercially for such purpose gratuitously as an attraction or stimulant to trade or patronage in such other line of business or endeavor in which such person is engaged; provided, that such "amusement device" specifically shall not relate to bowling alleys, penny amusement devices, punch boards, billiard and pool tables nor to coin-operated machines devoted primarily to playing music from records.~~
Hereby repealed in its entirety

Section 7.16.020, Ownership of amusement devices, is ~~amended to read as follows~~:

~~No owner or operator or person in charge of any place of business shall operate or permit to be in such place of business for operation, any amusement device unless the same shall be the property of a person, corporation or copartnership holding a license; and there shall be conspicuously attached to each such amusement device evidence that such amusement device is the property of a holder of an owner's annual license and that the additional license provided for herein has been paid.~~
Hereby repealed in its entirety

Section 7.16.030, License - Application, is ~~amended to read as follows~~:

~~Application for licenses provided for herein shall be filed with the Board of County Commissioners accompanied by the fee provided for herein. Upon granting a license applied for, the Board of County Commissioners shall forthwith transmit the amount of the license fee to the County Treasurer to be by him paid into the general fund of the County. In the event any owner's license applied for shall be refused by the Board of County Commissioners, the amount of the license fee shall be refunded to the applicant. Except as provided in this section, no refund shall be made for any license fees paid hereunder. Licenses issued shall not be transferable nor assigned, save that the owner's license may be assigned or transferred with the written consent of the Board of County Commissioners.~~
Hereby repealed in its entirety

Section 7.16.040, Licensee – Good moral character, is ~~amended to read as follows~~:

~~No license for any amusement device shall be issued by the Board of County Commissioners except to a person of good moral character. If the applicant shall be a partnership or corporation the identity of all persons having any interest therein shall be disclosed in full upon such application. The determination of the eligibility of persons within the purport of this section shall be in the sole judgment of the Board.~~
Hereby repealed in its entirety

Section 7.16.050, License fees, is ~~amended to read as follows~~:

~~No amusement device shall be operated or kept for operation unless a license fee is paid thereon as follows:~~

~~(1) For miniature bowling devices and shuffleboards: the sum shown on the Consolidated Fee Schedule (Chapter 5.100 CCC);~~

~~(2) For amusement devices other than bowling devices and shuffleboards:~~

~~(a) *Owner's License Fee.* For devices owned by a licensee other than the owner or proprietor of the premises at which such device is kept or used: the sum shown on the Consolidated Fee Schedule (Chapter 5.100 CCC);~~

~~(b) *Proprietor's License Fee.* Device owned by a licensee who also owns or is proprietor of such premises, the sum shown on the Consolidated Fee Schedule (Chapter 5.100 CCC).~~

Hereby repealed in its entirety

Section 7.16.060, Annual payment, is ~~amended to read as follows~~:

~~Such license fees herein required shall be payable annually, the license year being deemed to commence on May 1, 1951, and on the first day of May of each succeeding year.~~

Hereby repealed in its entirety

Section 7.16.070, License application submitted to County Auditor, is ~~amended to read as follows~~:

~~Applications for licenses provided for herein for individual amusement devices shall be made to the County Auditor before said amusement devices are placed for operation.~~

Hereby repealed in its entirety

Section 7.16.080, Revocation, is ~~amended to read as follows~~:

~~The Board of County Commissioners of Clallam County shall have the right to revoke any and all licenses issued hereunder should said Board be satisfied that the licensee or person operating any of the amusement devices is doing so in contravention of the spirit and letter of this chapter; provided, however, that said Board shall give 30 days' written notice to said licensee or person operating said amusement device to appear before said Board at a time and place to be designated in the notice given by said Board, to show cause if there be any, why said license or licenses should not be revoked.~~

~~Upon receiving such notice as mentioned in the preceding paragraph, the licensee or person operating the amusement device in controversy shall suspend operation of all amusement devices in his possession or under his control pending the outcome and action of the Board pursuant to the hearing provided for.~~

~~The Board of County Commissioners shall further have the right to designate the place or places wherein such amusement devices may be operated, and it shall be unlawful to operate any such amusement device in any place where said Board shall refuse the same to be operated; provided, however should any person feel that the denial of the use of such amusement device in his place be without justification, that he be given a hearing before said Board upon application therefor to then present such reasons as he may have that said Board should reconsider its action and to also be informed by said Board of its reason for the denial.~~

~~Nothing in the above provisions regarding notice and hearing is intended or shall be construed to be in derogation of the criminal laws of the State of Washington respecting gambling or gambling devices and said machines and devices shall be displayed, operated and used for amusement only and no consideration, prize or award shall be offered or accepted for skill or score in the use thereof;~~

~~provided, that immediate and uninterrupted free replay by the same player of said machine or device if tallied automatically by the machine or device itself shall not be deemed such consideration, prize or award.~~
Hereby repealed in its entirety

Section 7.16.090, Proximity to school, is ~~amended to read as follows~~:

~~No amusement device shall be kept, displayed or operated within 500 feet of any school.~~
Hereby repealed in its entirety

Section 7.16.100, Age restriction, is ~~amended to read as follows~~:

~~It shall be unlawful for any person to permit or allow any such device or machine in his possession or under his control to be played or operated by any person under the age of eighteen (18) years, and every person or employee in charge of any place of business wherein such device is being operated or offered for operation shall be conclusively presumed to be in control of such device.~~
Hereby repealed in its entirety

Section 7.16.110, Enforcement, is ~~amended to read as follows~~:

~~Inasmuch as this chapter is for the benefit of the life, health, welfare, safety and convenience of the inhabitants of Clallam County and is passed under the power given by the State Constitution to the County Commissioners, it is hereby made a misdemeanor to violate any of the provisions of this chapter or any amendments thereto, and such violations shall be punished as provided by the statutes of the State of Washington for the commission of a misdemeanor, and any such machine or device used or operated in violation of this chapter or of the gambling laws of the State of Washington further shall be confiscated.~~
Hereby repealed in its entirety

Section 7.16.120, Severability, is ~~amended to read as follows~~:

~~All provisions of existing ordinances, orders or resolutions regulating such amusement devices as are defined in CCC 7.16.010 and herein licensed shall be repealed, void and inoperative from the date this chapter takes effect, such ordinances, orders or resolutions being herein included by reference as though fully set forth.~~
Hereby repealed in its entirety

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

9
11/21/22

AGENDA ITEM SUMMARY

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

Department: Auditor

WORK SESSION ☒ **Meeting Date: November 21, 2022**

REGULAR AGENDA ☒ **Meeting Date: November 29, 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
☒ Fee Schedule Change

Documents exempt from public disclosure attached: ☐

Executive summary:
Clallam County Code, Chapter 5.100 Consolidated Fee Schedule – Auditor's Office Services Fee Schedule 510-A needs to be amended to reflect the changes below.

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.01 Junk Dealers – Secondhand Dealers, Chapter 7.02 Pawnbrokers, Chapter 7.08 Massage Parlors – Public Bath Houses, Chapter 7.12 Dance Halls, and Chapter 7.16 Amusement Devices have been repealed.

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?)

The Auditor requests the Board to approve the Notice of Public Hearing.

County Official signature & print name: Shoona Riggs

Name of Employee/Stakeholder attending meeting: Shoona Riggs

Relevant Departments: Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

Date submitted: November 9, 2022

PUBLIC HEARING
Proposed Clallam County Ordinance
Amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule –
Auditor's Office Services Fee Schedule 510-A

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, December 13, 2022 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website: https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

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

FORMAL IDENTIFICATION: Ordinance amending CCC 5.100 Consolidated Fee Schedule – Auditor's Office Services Fee Schedule 510-A.

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

1. Ordinance amending Chapter 5.100 Consolidated Fee Schedule – Auditor's Office Services Fee Schedule 510-A.
   - Removal of the following licenses from the fee schedule: Junk Dealers – Secondhand Dealers, Pawnbrokers, Massage Parlors – Public Bath Houses, Dance Halls, and Amusement Devices

Publish: December 2, 2022
Bill: Auditor's Office

Loni Gores, Clerk of the Board

Ordinance _____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Auditor's Office Services Fee Schedule 510-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section 5.100.510, Fees for the Auditor's Office Services Fee Schedule 510-A are amended to read as follow:

See attached Auditor's Office Services Fee Schedule 510-A.

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

DRAFT

AUDITOR'S FEE SCHEDULE 510-A EFFECTIVE ~~JULY~~ DECEMBER ~~25~~14, ~~2021~~2022		
RECORDING	FEE	REFERENCE
Standard Document State, County and City Liens and Releases	$203.50 for first page; $1 for each additional page $39 for first page; $1 for each additional page	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178
Deed of Trust	$204.50 for first page; $1 for each additional page	RCW 36.22.181 RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178
Birth/Death Certificate Marriage Dissolution	$39 for first page; $1 for each additional page	RCW 36.22.181 RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178
Assignment of Deed of Trust, Resignation and Appointment of Successor Trustee, Appointment of Trustee, and Substitution of Trustee	$18 for first page; $1 for each additional page	RCW 36.22.170 RCW 36.18.010 RCW 36.22.175
Short Plat, Binding Site Plan, Condos, Large Lot Subdivision Map	$287.50	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178 RCW 58.24.070
Survey	$287.50 for first page; $5 for each additional page	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178 RCW 58.24.070 RCW 58.09.100
~~Process Server Registration~~	~~$10~~	~~RCW 36.22.170~~ ~~RCW 36.22~~ ~~RCW 36.18.010~~ ~~RCW 36.22.175~~ ~~RCW 36.22.178~~ ~~RCW 36.22.210~~

DRAFT

AUDITOR'S FEE SCHEDULE 510-A EFFECTIVE ~~JULY~~ DECEMBER ~~2514~~, ~~20212022~~		
MISCELLANEOUS CHARGES	FEE	REFERENCE
Records Search for Recorded Document(s)	$8/hour; 1 hour minimum	RCW 36.18.010
Administration of Oath, Taking of Affidavit (with or without seal)	$2	RCW 36.18.010
Nonstandard Document	$50+ normal recording fees	RCW 36.18.010
Certified Copy of Recorded Documents	$3 for first page; $1 for each additional page	RCW 36.18.010
Non-certified Copy of Recorded Document*	$1 per page	RCW 36.18.010
Maps	$5 per page	RCW 36.18.050
UCC Filings (National Form Accepted) Terminations	$203.50 for first page; $1 for each additional page $203.50	
Employment Security Documents	$36 for first page; $1 for each additional page	
Military Discharge Papers (DD-214) Request for Exemption from Public Disclosure	$0 $7	
Passport	As posted	
Multiple Transactions	$203.50/first, $203.50/additional; $1/each additional page	
LICENSES	FEE	REFERENCE
Marriage License	$62	RCW 36.22.170 RCW 36.18.010 RCW 36.22.175 RCW 26.12.220 RCW 26.04.160
Process Server License	$10 annually	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178 RCW 36.22.210
~~Pawnbroker~~	~~$250 annually~~	
~~Junk Dealers Secondhand Dealers~~	~~$100 annually~~	
~~Massage Parlor/Individual Operator~~	~~$100 annually~~	
~~Dance Halls~~ ~~Single dance~~	~~$150 annually~~ ~~$25 annually~~	

* Copy means photo or electronic

DRAFT

10
11/21/22

AGENDA ITEM SUMMARY

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

Department: PF+F

WORK SESSION ☒ **Meeting Date: 11/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 11/29/2022**

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:
Request for easement from City of Port Angeles. The city needs to install a new electrical trunk line Along 4th street and north down Lincoln Street. Please see request and map provided

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and move to regular BOCC meeting for final signature.

County Official signature & print name: Rick McFarlen Rick McFarlen

Name of Employee/Stakeholder attending meeting: Don Crawford, Director

Relevant Departments: Parks, Fair and Facilities

Date submitted: 11/8/2022

After Recording, return to:
City of Port Angeles
Public Works and Utility Engineering
321 E. 5th St.
Port Angeles, WA. 98362

UTILITY EASEMENT

Grantor(s): Clallam County, Washington
Grantee(s): City of Port Angeles, Washington

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant to the City of Port Angeles, a municipal corporation, the Grantee, the perpetual, irrevocable easement and right of way under, over and across the land described below. The Grantee shall have the right to place, locate, construct, operate, repair, maintain, replace an underground electric transmission and distribution line and/or system, together with such other lines and equipment as may be placed thereunder by the grantee or its agent(s) with its consent. The Grantor(s) shall not unreasonably interfere with the easement described above and below without the express written permission of the City of Port Angeles.

The lands referred to are portions of Suburban Lots 24, 25, and 26, per the plat of the Townsite of Port Angeles, Washington, recorded February 2nd, 1864, General Land Office, Washington Territory, identified by Clallam County Assessor parcel numbers 063000650070, 063000646700, 063000102605 and described as follows:

The south 10 feet of Block 67, C.C. Leighton's Subdivision of Suburban Lot No. 24, the south 10 feet of Block 67, the south ten feet of vacated Chase Street lying between Blocks 67 and 68, John H. Taylor's Subdivision of Suburban Lot No. 25, the south 30 feet of the east 30 feet of Block 68, except the south 10 feet thereof, and the south 10 feet of Block 68, John H. Taylor's Subdivision of Suburban Lot No. 25, the west 10 feet of the south 340 feet of Suburban Lot 26 feet adjoining the east margin of Lincoln Street, except the south 10 feet thereof.

Map of easement area in figure 1 below.

Figure 1 – map of easement area

1) Grantee shall have the right to ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear all obstructions from the described property. Grantee shall at all times have the right to full and free ingress to and egress from such said property for all purposes herein mentioned.
2) Grantee shall not be responsible for damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.
3) The Grantor shall not occupy or use the described property in a manner inconsistent with or interfering with the rights and privileges herein granted.
4) If in the future the utility easement is abandoned by the City, the rights conveyed to the City of Port Angeles by this easement will thereupon revert to the property owner(s) and this easement shall be void.
5) The rights herein granted shall inure to the benefit of the Grantee's successors and assigns, including any party which it may grant contact, joint user, or other similar rights.

DATED_____ _____

STATE OF WASHINGTON}
COUNTY OF CLALLAM} ss.

This is to certify that on this _____ day of _____, _____ personally appeared before me

_____ to me known to be the individual as described in and who executed the foregoing instrument, and acknowledged that _____signed the same as free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day of _____, _____.

_____
Notary Public in and for the State of Washington

_____
Residing at

AGENDA ITEM SUMMARY

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

11
11/21/22

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** November 21st, 2022

REGULAR AGENDA ☒ **Meeting Date:** November 29th, 2022

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

Item Summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 10911.1114.003

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure are attached: ☐

Executive summary:
An amendment of the 2014 MOU between U.S. Fish and Wildlife Service WA Maritime National Wildlife Refuge Complex and Clallam County Commissioners *"...to abide by the terms of the 2014 MOU until September 30, 2025, or until facilities have been constructed, whichever is earlier...."*

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?** ☐
N/A

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Sign Amendment of 2014 MOU

County Official signature & print name: _____ Don Crawford, Director

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

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities

Date submitted: 11.10. 2022

ATTACHMENT D 10911.1114.003

AMENDMENT TO 2014 MEMORANDUM OF UNDERSTANDING

Between

U.S. FISH AND WILDLIFE SERVICE
WASHINGTON MARITIME NATIONAL WILDLIFE REFUGE COMPLEX

and

CLALLAM COUNTY COMMISSIONERS

Purpose: Agreement to Extend MOU Re: Dungeness National Wildlife Refuge (NWR) Public Access and Sanitary Facilities

IT IS MUTUALLY AGREED the 2014 Memorandum of Understanding (MOU) is amended as follows:

The U.S. Fish and Wildlife Service (USFWS) and Clallam County (County) agree to extend the 2014 MOU relating to County facilities servicing Dungeness NWR. Reconstruction of these facilities is in the planning phase which may alter the terms of any agreement that is based on current facility configuration and utilization. To increase efficiency and effectiveness of the agreement process, the County and the USFWS will continue to abide by the terms of the 2014 MOU until September 30, 2025 or until facilities have been constructed, whichever is earlier. The County and the USFWS will enter into a new MOU that will take effect upon completion of construction.

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

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective from the date of the most recent signature.

IN WITNESS WHEREOF, the parties below, having read this Amendment in its entirety, including any attachments, do agree in each and every particular as indicated by their signature below.

US Fish and Wildlife Service

By:
VICKI FINN Digitally signed by VICKI FINN Date: 2022.10.11 10:58:01 -07'00'

Vicki Finn
Acting Regional Chief, Region 1
National Wildlife Refuge System

Clallam County

By:

Mark Ozias
Chair, Board of County Commissioners

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

10911.14.003 7a 7/29

MEMORANDUM OF UNDERSTANDING
Between
U.S. FISH AND WILDLIFE SERVICE
Washington Maritime National Wildlife Refuge Complex
and
CLALLAM COUNTY COMMISSIONERS

Expiration Date:_____

This memorandum of understanding is entered into between the U.S. Fish and Wildlife Service (Service) and Clallam County Commissioners (County) for the purpose of providing public access and sanitary facilities at Dungeness National Wildlife Refuge and designating responsibility for the maintenance and improvement of said facilities; and, to provide the public access for wildlife-oriented recreation activities which are compatible with the primary purpose for which the Dungeness National Wildlife Refuge was established, and the public uses at the Dungeness Recreation Area County Park.

Authority for the Service to participate in this Memorandum of Understanding (MOU) is provided in the Fish and Wildlife Act of 1956 (16 USC 742) and the Fish and Wildlife Coordination Act (16 USC 661-667).

Authority for the County to participate in this Memorandum of Understanding is derived from General Provisions (RCW 36.01) and form Parks and Recreational Facilities (RCW 36.68).

This MOU is intended to be binding on both parties, and both parties hereto agree as follows:

The County will:

1. Allow Service and public usage of the following-described land premises, to wit:

Township 31 North, Range 4 West, Willamette Meridian

Part of the Northeast Quarter of the Northeast Quarter of Section 33, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1 of above-said Section 33, thence Westerly along the South line of said Lot 1, 920 feet to a point; thence Southerly parallel to the East line of above-said section 33, 150 feet to a point; thence Easterly, parallel to the South line of the above-said Lot 1, 920 feet to a point on the East line of said Section 33; thence Northerly along said East line of Section 33, 150 feet to the point of BEGINNING. Containing 3.17 acres, more or less. (See Attachment A).

2. Supply water through the County piping system subject to provision of water to the County by Estates Water system.

3. Notify the Service of any required maintenance or repair to the water system which may impact Refuge use of County land.

4. Have access and provide response when personnel are available to provide inspections, enforcement, and emergency facility repair calls and will perform actions necessary to control the emergency and notify the Service as soon as possible. The Service will reimburse the County for any expenditures for labor and/or materials for emergency repairs.

5. Have authority to approve any construction or alteration of the Agreement area prior to the Service performing such work.

6. Not develop any mineral and/or geothermal resources in a manner that could affect and/or interfere with the Service's improvements and facilities on; or operation, use, and enjoyment of the Agreement area.

7. Acknowledge that any and all claims for loss or damage to this property, personal injury or death resulting from performance of this Agreement shall be determined in accordance with applicable laws of the United States, including inter alia, the Federal Tort Claims Act, and the laws of the State of Washington.

8. Set the use fee for the Agreement area at a mutually agreed upon rate for the life of this Agreement (See Attachment B).

9. Have the authority to terminate this Agreement upon 90-day written notice to the Service, if the Service's active operation of the Agreement Premises as a parking lot is discontinued or if public access is further restricted or prohibited beyond the present use of the Dungeness Spit and shoreline. Notwithstanding this provision, the Service may propose to the County that the site, its buildings, and improvements, should be used for alternative purposes within the terms of this Agreement. Approval by the County shall be contingent upon its determination that the proposed use is compatible with its programs and is otherwise beneficial or of interest to it.

10. Periodically physically assess the area to ensure the requirements of this agreement are being met and maintenance of all facilities meets agreement and County standards.

The Service will:

1. Have the right to conduct an official survey of the Agreement area and amend the Agreement as necessary upon mutual assent of the County.

2. Pay for electricity, water, septic removal, and other utilities supplied to the Agreement area directly to the utility companies providing the service.

3. Maintain the on-site rest room septic tank system(s) and shall pump the septic tank(s) as needed, but at a minimum of every five years, or as required by current County and State regulations.

4. Maintain all plumbing fixtures (to include waterless urinal and filters), piping, and valves, lighting, ventilation, etc., in safe and operational condition.

5. Paint the restroom inside and outside every five (5) years, or more as required, to prevent deterioration and promote ease of maintenance.

6. Keep roof and gutters clean and free of dirt, debris and leakage.

7. Maintain the parking lot, fence lines and landscaping in a clean, safe, and well-maintained condition

8. Maintain once a week dumpster service or equivalent in the same location as the present dumpster site to prevent impact of loss of such service on County serviced dumpsters.

9. Subject to the appropriation of funds, be solely responsible for all costs associated with improving and using the parking lot on Agreement land; including operating costs, annual use fees, insurance and taxes, if applicable, and repairs and maintenance connected with the subject property of this agreement.

10. Subject to the appropriation of funds, upgrade the existing parking lots. Final plans will be coordinated and approved in writing by the County and the Service.

11. Have full and complete control of the Agreement site and shall have possession of all buildings and improvements erected by it pursuant to the development of said facility, during the terms of this Agreement. Any regulatory or management changes affecting the County-owned restroom facilities, parking lot, trails, or adjacent park facilities and operations shall require County approval prior to implementation.

12. Keep the parking lot facility open year-round during daylight hours as posted at the main entry gate of the park. Any necessary, non-emergency, closures shall require coordination and mutual approval by the parties. Closures necessary due to emergency conditions or situations may be done without prior approval. Notification to the non-acting party shall be made as soon as practicable.

13. The Service will notify and obtain written agreement from the County prior to the implementation of fees or use charges for the Agreement area.

14. Existing county park trails, both foot and/or equestrian, parking areas and service vehicle access connecting the county park and the Agreement area shall remain open to recreational use and access free of charge.

15. Not have right to minerals or geothermal resources as defined by Washington Revised Statutes, within the Agreement area.

16. Retain ownership of all improvements, fixtures, buildings, and other property of any nature whatsoever, made, constructed, or placed upon the said land by the Service during the term of this Agreement or extension thereof. In the event this Agreement expires or is terminated, the Service shall, subject to the availability of federal appropriations, remove any part or all of Service-constructed buildings or other property such as signs, gates, equipment etc., on the premises, at no cost to the County. At the County's request, the Service may leave part or all of Service-constructed buildings and improvements if it is within the best interest of the Service. Road and parking lot improvements shall remain. Title to any and all buildings and improvements, or parts thereof, remaining on the premises 90 days after the expiration or termination of this Agreement or any renewal thereof, will automatically revert to the County without further notice.

17. At the termination of this Agreement, by normal expiration or otherwise, peaceably and without legal process, deliver up the possession of the premises herein described subject to the exercise of the removal provision.

18. To the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. 1346, 2671-2680), shall be liable for and shall hold the County harmless from claims for damage or loss of property, personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Federal government while acting within the scope of his office or employment in the performance of this Agreement; Provided, that in the event that the Federal government has to pay for any loss, such payment shall not entail expenditures which exceed appropriations available at the time of the loss; Provided further, that nothing herein shall be interpreted as implying that the United States Congress will, at any later date, appropriate funds sufficient to meet any deficiencies.

19. Not use or cause to be used any part of said premises for any unlawful conduct or purpose.

20. No assent, expressed or implied, to any breach of any of the Service's covenants, shall be deemed to be a waiver of any succeeding breach of covenants.

21. Have the authority to terminate this Agreement upon 90-day written notice to the County, if the County restricts or prohibits Service or public access to the Agreement area.

Both parties will:

1. At the invalidation of any provision or portion of this Agreement, hold the remainder of the Agreement or the remainder of such provision valid.

2. Work together to restore or rebuild facilities damaged or destroyed by fire or other casualty, to their same value as immediately prior to such damage or destruction (subject to the availability of appropriations). Costs will be equally bourn by the County and the Service.

3. Cooperate in regulatory and law enforcement of the Agreement area and surrounding County-owned facilities

4. Not allow any Member of or Delegate to Congress, or Resident Commissioner to have any share or part of this contract or any benefit that may arise here from, but this provision shall not be construed to extend if made with a corporation or company for its general benefit.

5. Assign project officers, designated to this Agreement, responsible for carrying out day-to-day operations and the major provisions of this Agreement, as follows:

The County's Project Officer shall be:	Director Clallam County Parks, Fair & Facilities 223 East Fourth Street, Suite 7 Port Angeles, Washington 98362-3098 Phone: (360) 417-2429
The Service's Project Officer shall be:	Project Leader Washington Maritime National Wildlife Refuge Complex 715 Holgerson Road Sequim, Washington 98382 Phone: (360) 457-8451

6. Submit all notices or official communications required under this Agreement, other than day-to day operations, in writing to such party's address, unless otherwise provided herein, as follows:

Notice to County:	Board of Clallam County Commissioners Courthouse, 223 East Fourth Street Port Angeles, Washington 98362-3098
Notice to Service:	Regional Director U.S. Fish and Wildlife Service 911 NE 11th Avenue Portland, Oregon 97232

This agreement involves no exchange of funds between the parties.

This agreement shall be effective on the date of last signature and shall continue for five (5) years from the most recent signature date.

Modifications to this memo of understanding may be proposed by either party and shall become effective upon written concurrence of the parties.

This Agreement may be terminated by any party following 90 days written notification to other party(s) for failure to comply with any provision within the Agreement.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Signature _____ Date 29 July 2014
Michael C. Chapman, Chair
Commissioner, District II

Signature _____ Date 29 July 2014
Jim McEntire
Commissioner, District I

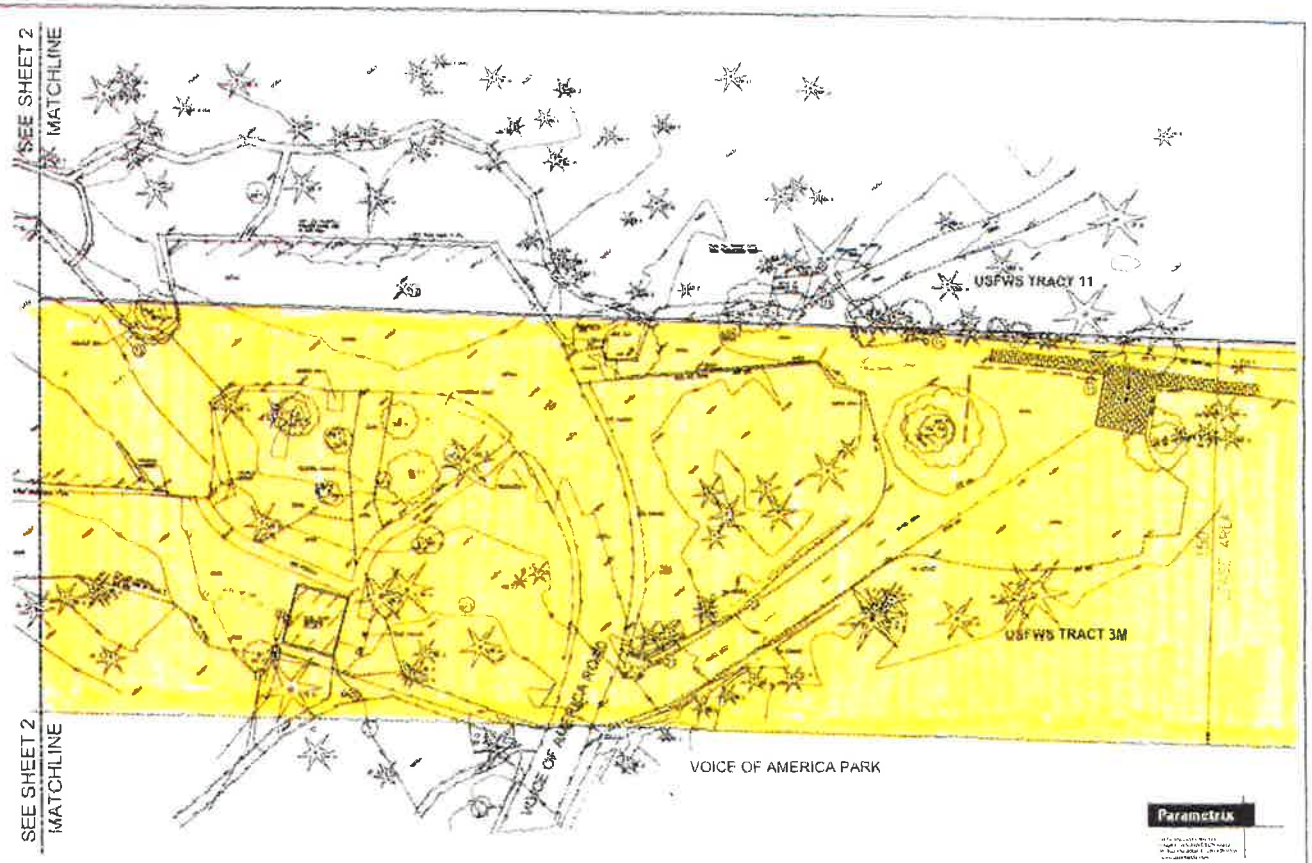
Signature _____ Date 29 July 2014
Howard V. Doherty, Jr.
Commissioner, District III

Approved as to Form

Signature _____ Date 7/22/14
Kristina Nelson-Gross,
Deputy Prosecuting Attorney

FOR THE U.S. FISH AND WILDLIFE SERVICE:

Signature _____ Date 6/23/14
Kevin Foerster,
Regional Chief, Region 1
National Wildlife Refuge System



UTILITY LOCATION NOTE

THE LOCATION OF EXISTING UTILITIES SHOWN HEREON IS BASED ON INFORMATION OBTAINED FROM THE FIELD AND FROM INFORMATION PROVIDED BY THE USFWS PERSONNEL AND RECORDS. PARAMETRIX ASSUMES NO RESPONSIBILITY FOR EXACT LOCATION OF EXISTING UTILITIES SHOWN OR NOT SHOWN HEREON. CONTRACTOR IS REQUIRED TO VERIFY THE EXACT SIZE, DEPTH, AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CALL THE UNDERGROUND LOCATE SERVICE (1(800) 424-5555) PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PROTECTION OF EXISTING UNDERGROUND UTILITIES DEPICTED OR NOT DEPICTED ON THESE PLANS.

DUNGENESS PARKING LOT TOPOGRAPHIC NARRATIVE

1. THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF PROVIDING TOPOGRAPHIC AND BOUNDARY INFORMATION FOR THE DESIGN OF A NEW PARKING LOT AND ASSOCIATED ACCESS ROAD IMPROVEMENTS. FIELD MEASUREMENTS WERE COMPLETED WITH A LEICA TCR 705 TOTAL STATION AND TRIMBLE GPS RECEIVERS DURING THE MONTH OF JULY 2009. FIELD WORK WAS PERFORMED USING 6 PRO 7 GPS.

2. HORIZONTAL COORDINATES SHOWN HEREON ARE REFERENCED TO THE WASHINGTON COORDINATE SYSTEM NORTH ZONE 1602 83 (91), U.S. SURVEY FOOT UNITS, BASED ON TRIMBLE GPS. A STATION OF THE CLALLAM COUNTY GEODETIC NETWORK, PER RECORD OF SURVEY AND VARIOUS MONUMENTS WERE TRANSFERED TO ON-SITE CONTROL POINTS 99 AND 98 BY STATIC GPS OBSERVATIONS. ALL OTHER POINTS WERE TIED TO THESE POINTS BY CONVENTIONAL METHODS.

3. ELEVATIONS AND CONTOURS SHOWN HEREON ARE BASED UPON ONE OBSERVATIONS AT ONE FOOT INTERVALS UNLESS OTHERWISE NOTED.

4. BOUNDARY INFORMATION SHOWN HEREON WAS BASED UPON RECORD INFORMATION AND TIES TO MONUMENTS REFERENCED ON THE RECORD OF SURVEY VOL. 2, PG. 34 AND VOL. 32, PG 17, CLALLAM COUNTY RECORDS. THIS IS NOT A BOUNDARY SURVEY.

5. THE PROPERTY LINE WEST OF THE SITE BETWEEN LEWIS TRACT 11 AND 3M ESTABLISHED BY RECORD ANGLES BASED ON USFWS SECTION DATA.

6. DATA REFERENCES - RECORD TITLE INSURANCE, ENDEAVOR NUMBER 68 (DATED 03/09/09) AND ABSTRACT DEED BOOK 119, PG 124.

7. THE WATER LINE RUNNING FROM THE REDWOOD CISTERN TO BROWN FOR USFWS PERSONNEL, BASED UPON FIELD OBSERVATION OF WHERE IT WAS NOTICED.

8. OTHER UTILITIES EXIST BUT WERE NOT DESIGNATED BY A UNDERGROUND UTILITY LOCATOR AND THEREFORE NOT SHOWN HEREON.

9. ALL OF THE GENERAL NOTES ON THIS SHEET APPLY TO THIS DRAWING.

10. THIS DRAWING IS PLOTTED AT 1"=40' HOWEVER DUE TO THE REQUIREMENT TO DRAW MANY FEATURES ON PAGE 2 OF THIS DRAWING AT THEIR ACTUAL SIZE (I.E. WIDTH OF 6" FIRE LANE) THE DIMENSIONS OF THE TEXT MAY BE DIFFICULT TO READ ON THE PLOTTED DRAWING.

LINE LEGEND

- PROPERTY LINE
- EASEMENT LINE
- WATER MAIN
- UNDERGROUND POWER
- UNDERGROUND TELEPHONE
- UNDERGROUND TELEVISION
- UNDERGROUND GAS
- WOOD FENCE
- CHAIN LINK FENCE
- CONTOUR
- CONTOUR
- BUILDING

SYMBOL LEGEND

- WATER VALVE
- WATER VALVE
- WATER METER
- WASHOUT OR VALVE
- FIRE HYDRANT
- SANITARY SEWER MAN HOLE
- SIGN
- SIGN
- SHRUB
- SHRUB
- HANDICAP PARKING
- POWER JUNCTION BOX
- POWER TRANSFORMER
- LIGHT
- POWER POLE
- GUY WIRE
- GATE POST
- CONIFER TREE (SHOWN TO SCALE)
- DECIDUOUS TREE (SHOWN TO SCALE)
- SERVICE POLE
- GAS VALVE
- MAIL BOX & LOCK
- MAIL BOX & CBU

TREE LEGEND

- DOUGLAS-FIR
- MEDA HEMLOCK
- GRAND FIR
- WESTERN RED CEDAR
- RED ALDER
- DECIDUOUS TREE UNKNOWN SPECIES

CONTROL POINTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	624701.1	1033180.40	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
2	624777.61	1033228.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
3	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
4	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
5	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
6	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
7	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
8	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
9	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
10	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
11	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
12	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT
13	624776.96	1033227.72	19.61	SET 5/8" REBAR & CAP "PLS 35019" AT SOUTH END OF GRAVEL PARKING LOT

Parametrix

FISH AND WILDLIFE SERVICE
REGION 1 OFFICE OF ENGINEERING

PARKING LOT
TOPOGRAPHIC SURVEY
DUNGENESS NATIONAL
WILDLIFE REFUGE

AUGUST 2009

IR WA 77-10-1 0

ATTACHMENT B

Memorandum

To: Files

From: Jennifer Brown-Scott, Project Leader, Washington Maritime National Wildlife Refuge
Joel Winborn, Director, Clallam County Parks, Fair, and Facilities

Subject: Agreement for Annual Use Fee for Dungeness Recreation Area northernmost Parking Lot and Bathroom

On May 23, 2014, the Annual Use Fee for the northernmost parking lot and bathroom at Dungeness Recreation Area was set at $1,860 for the term of the Memorandum of Agreement to be signed in 2014. This fee will be paid annually by Washington Maritime National Wildlife Refuge Complex upon receipt of a bill from Clallam County. This use fee is part of the provisions of the aforementioned Memorandum of Agreement and will be Attachment B to said agreement.

12
11/2/22

AGENDA ITEM SUMMARY

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** November 21st, 2022

REGULAR AGENDA ☒ **Meeting Date:** November 29th, 2022

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

Item Summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - *Contract # 305-22-002*

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure are attached: ☐

Executive summary:

The Washington Festivals & Events Association (WFEA), ArtsWA, and Washington Department of Commerce Festival & Events Grant is a $34,500.00 lump sum; a no-match grant is a one-time economic impact payment to mitigate financial hardship due to COVID-19.

The grant will be utilized to replace the existing Fairgrounds First Aid Building with a unit that will also accommodate a cooling station and nursing lounge.

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 county will receive a one-time lump sum check to complete the abovementioned project. The project will be completed within that budget.

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

County Official signature & print name: *Don Crawford, Director*

Name of Employee/Stakeholder attending meeting:
Don Crawford, Director- Parks, Fair & Facilities Department

Relevant Departments: *Board of Commissioners, Parks, Fair & Facilities Department*

Date submitted: *11.16.2022*

305-22-007

Washington Festivals & Events Association (WFEA), ArtsWA, and Washington Department of Commerce

Festival & Events Grant Program
Grant Beneficiary Agreement

Beneficiary Name: Clallam County Parks
Beneficiary FEIN: 91-6001298
Beneficiary UEI: JV6JJNELRBS5

Grant Amount: $34,500

Grant Purpose: Reimbursement for 2020/2021 Gross Revenue Losses

Agreement Period: From 1/1/2022 To 12/31/2022

This Grant Beneficiary Agreement ("Agreement") is made by and between Washington Festivals and Events Association, (WFEA), and the Beneficiary to set forth the terms and conditions under which WFEA will provide a grant to Beneficiary.

Revenue Loss-Based Grant: This grant is a one-time economic impact payment to mitigate financial hardship due to COVID-19. Grant funds may be applied to support payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other non-capital operating costs. Grant funds may not be applied to expenses incurred from lobbying or to gambling businesses, residential builders, speculative real estate investors, federally prohibited businesses such a marijuana business, or sexually oriented businesses. Beneficiary is not required to report grant expenditures to WFEA.

1. Scope of Eligible Expenditures. Grant funds must be used to pay or reimburse eligible expenditures as described in the "Federal Terms" (Exhibit 1). No grant funds may be used to pay or reimburse costs for which Beneficiary has received other funding, whether state, federal or private in nature, for same cost and as certified in application for funds.

2. Beneficiary Responsibilities. Beneficiary understands and agrees that funds provided under this Agreement may only be used in compliance with section 603(c) of the Social Security Act ("the Act"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any other applicable federal statutes, regulations, executive orders, or interpretive guidance, including those described in the "Federal Terms" (Exhibit 1).

3. Beneficiary Certifications. Prior to any disbursement of funds authorized by this Agreement, Beneficiary shall provide WFEA with: Tax and or fiscal documentation to support a gross loss and a signed agreement.

4. Maintenance of and Access to Records. Beneficiary shall maintain all records and accounts with respect to all matters covered by this Agreement, including personnel, property, financial, and programmatic records, and documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after all funds have been expended or returned to WFEA, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. WFEA, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Beneficiary to conduct audits or other investigations. Beneficiary acknowledges that records may be subject to disclosure under the Public Records Act, Ch. 42.56 RCW.

5. Disclaimer by WFEA, the Washington Department of Commerce and United States. The United States has expressly disclaimed any and all responsibility or liability to WDC, WFEA or third persons for the actions of WFEA or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to WFEA under section 603(c) of the Act, or any contract or subcontract under such award. WFEA expressly disclaims any and all responsibility or liability to Beneficiary or third persons for the actions of Beneficiary or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto. This Agreement does not in any way establish an agency relationship between or among the United States, the Washington Department of Commerce, WFEA, and/or Beneficiary.

6. False Statements. Beneficiary understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

7. Debarment and Suspension Certification. Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with WFEA for this grant. Beneficiary, by signature to this Agreement, certifies that Beneficiary is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. Beneficiary also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. Beneficiary will notify the WFEA if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at https://www.sam.gov/.

8. Termination. Upon seven (7) days-notice, WFEA may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to WFEA.

9. Repayment of Funds; Recoupment. If Beneficiary has unspent grant proceeds on hand as of December 31, 2023. Beneficiary shall return all unspent grant proceeds to WFEA within ten (10) calendar days. If any funds provided to Beneficiary were used in a manner that is not consistent or allowable as outlined in this Agreement or in the Federal Terms, Beneficiary shall return funds to WFEA in the amount determined to be ineligible. Beneficiary further agrees that it is financially responsible for and will repay WFEA any and all indicated amounts following an audit exception which occurs due to Beneficiary's failure, for any reason, to comply with the terms of this Agreement. This duty to repay WFEA shall not be diminished or extinguished by the termination of the Agreement.

10. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11. Indemnification. To the maximum extent permitted by law, Beneficiary shall, at its cost and expense, protect, defend, indemnify, and hold harmless WFEA, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Beneficiary, its directors, officers, employees, or agents, relating in any way to Beneficiary's performance or non-performance under the Agreement. Beneficiary agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, Beneficiary, by mutual negotiation, hereby waives, as respects WFEA only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. These indemnification obligations shall survive the termination of the Agreement.

Bruce Skinner
Executive Director Washington Festivals and Events Association
Signature: _____
Date: _____

(Name)
(Title)
(Title)
Signature: _____
Date: _____

Approved as to Form

Bert D. Boughton, Deputy Prosecutor
Clallam County Prosecutor's Office

Exhibits
1 – Federal Terms

AGENDA ITEM SUMMARY

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

13
11/21/22

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 11/21/2022**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
In accordance with Clallam County Charter provisions and direction from the Board of Clallam County Commissioners, a committee was formed to review and evaluate the applications received for appointed Interim DCD Director for the remaining term of the vacancy for the position of Department of Community Development Director, an elected position. Five applicants were evaluated through the use of a qualification screening tool used to score education and experience, one applicant met the minimum qualifying score. The committee is forwarding the eligible applicant for further review by the board.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Based on current staffing levels, it is anticipated that the Community Development approved 2022 budget can absorb the needed funding for the remainder of the year.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Based on past practice, it is requested that the Board of Clallam County Commissioners approve the process and appointment of the Interim Department of Community Development Director, effective 12/1/2022. This appointment would fill an unexpired elected term of office until 12/31/2022. On 1/1/2023 the newly elected Department of Community Development Director will fill the elected office.

County Official signature & print name: _____ Rich Sill

Name of Employee/Stakeholder attending meeting: Rich Sill / Rich Meier

Relevant Departments: Clallam County Commissioner's, Human Resources, Department of Community Development

Date submitted: 11/16/2022

14
11/21/22
30

AGENDA ITEM SUMMARY

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

Department: Treasurer

WORK SESSION ☒ **Meeting Date: 11/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 11/22/2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Request to update the current Investment Policy to reflect necessary changes to move forward with the Finance Committee's investment strategies in the best interest of the County.

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?)
Sign Resolution as presented, adopting the proposed Investment Policy.

County Official signature & print name: Teresa Marchi Teresa Marchi, Treasurer

Name of Employee/Stakeholder attending meeting: Jennifer White, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: November 16, 2022

RESOLUTION _____, 2022

ADOPTING AMENDMENTS TO
POLICY 515 INVESTMENT POLICY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.

2. Periodic updates are required as government rules and regulations change as well as current practices.

3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.

4. A public hearing was held December 6, 2022 to solicit testimony.

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

1. The amendments to Policy 515 Investment Policy are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this 6th day of December, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

Table of Contents

INVESTMENT POLICY
POLICY 515

.1 GENERAL INFORMATION 1

1.1 ECONOMIC DATA AND LOCATION 1
1.2 FINANCE COMMITTEE 1

.2 ELEMENTS OF POLICY 1

2.1 OBJECTIVES 1
2.2 SCOPE 2
2.3 PERFORMANCE STANDARDS 2
2.4 PRUDENCE 2
2.5 ACCOUNTING METHODS ..... 3~~2~~

.3 ELEMENTS OF CONTROL 3

3.1 INTERNAL CONTROL 3
3.2 ETHICS AND CONFLICT OF INTEREST 3
3.3 INVESTMENT AUTHORITY/DELEGATION OF AUTHORITY 4

.4 ELEMENTS OF INVESTING 4

4.1 AUTHORIZED FINANCIAL INSTITUTIONS 4
4.2 AUTHORIZED INVESTMENTS 4
4.3 DIVERSIFICATION 5
4.4 MATURITIES 5
4.5 COLLATERALIZATION AND SAFEKEEPING 6

.5 ELEMENTS OF REPORTING 6

5.1 ANNUAL AND INTERIM 6
5.2 FINANCE COMMITTEE ..... 7~~6~~
5.3 TRUST AND AGENCY 7

APPENDIX A – DEPOSITORY BANKS – INVESTMENT FIRMS LISTING OF 2007 8

APPENDIX B – DIVISION OF RESPONSIBILITIES OF INVESTMENT OFFICIALS 9

APPENDIX C – REVISED CODE OF WASHINGTON SECTION 36.29 ..... 11~~10~~

APPENDIX D – GLOSSARY ..... 12~~11~~

DRAFT

INVESTMENT POLICY

.1 GENERAL INFORMATION

1.1 Economic Data and Location

Clallam County, which was created April 25, 1854, as a county of the Washington Territory, is located in the extreme northwestern corner of Washington State spanning the north end of the Olympic Peninsula. The centerpiece of the Olympic Peninsula is the Olympic National Park surrounded by the Olympic National Forest. Port Angeles is the county seat and the largest city of Clallam County. Forestry and forest products manufacturing form the primary element in the economy of Clallam County supplemented by fishing, tourism and recreation, agriculture, military (Coast Guard) and retirement residential activities. There are over 30 taxing districts for which the Clallam County Treasurer's office functions in a fiduciary capacity.

1.2 Finance Committee

This committee was formed with the purpose of monitoring investments made by the Treasurer. Composed of the County Treasurer, County Auditor, and the Chair of the Board of County Commissioners, it is frequently attended by other interested parties. It has the formal duties of adoption of policy and advisement. The Clallam County Finance Committee has been in existence for over 50 years. A formal investment policy was adopted by the Finance Committee in 1985. This is a revision of the original policy.

.2 ELEMENTS OF POLICY

2.1 Objectives

The four primary objectives of this policy of investment are legality, safety, liquidity, and rate of return of the investment.

This policy is designated to conform to all state and local statutes governing the investment of public funds, i.e. RCWs 36.29.020, 39.56.030, 39.59.020, 39.59.040.

In the event any state or federal legislation or regulation should further restrict instruments or institutions authorized by this policy, such restrictions shall be deemed to be immediately incorporated in this policy. If new legislation or regulations should liberalize the permitted instruments on institutions, such changes shall be available and included in this policy only after written notification of the Finance Committee. All principals in the investment process shall act as responsible custodians of public trust. As a responsible custodian, the first consideration in investing is the preservation and safety of public funds. Liquidity is of prime importance as it is necessary to project expenditures to allow entities to meet operating and capital cash flow. The investment

portfolio of Clallam County shall be designed to obtain market average rate of return throughout budgetary and economic cycles, taking into consideration the risk constraints and cash flow.

2.2 Scope

This investment policy applies to all financial assets of Clallam County. These funds are accounted for in the government's annual financial report and include:

- General Fund (Current Expense)
- Special Revenue
- Debt Service
- Capital Project
- Enterprise
- Internal Service
- Fiduciary Funds including Trust and Custodial Funds
- Any new fund created by the Board of County Commissioners unless specifically exempted

This investment policy applies to all transactions involving the financial assets and related activity of all foregoing funds.

2.3 Performance Standards

This portfolio will be maintained with the highest professional standards and is designed to obtain maximum yield and maximum safety under market conditions. Consideration for cash flow and risk restraints will be taken at all times. As a measurement of performance, the minimum rate of return shall be at least equal to the average return on ~~three or six month~~three- or six-month U.S. Treasury bills or federal funds, whichever is higher.

2.4 Prudence

The standard of prudence to be used by investment officers shall be the "prudent person" concept and shall be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. All participants shall avoid any transactions that would impair public confidence or give the appearance of impairing public confidence in Clallam County government. At all times, all involved will act as responsible custodians of the public trust.

DRAFT

2.5 Accounting Methods

All investments are booked at cost; this includes actual cost of the security, transfer taxes, and any other related expenditure. Gains or losses determined upon sale will be debited or credited to investment income. Interest income on investments with fixed maturities will be credited to the fund at the time of maturity or at other specified intervals. Interest from investments in the State of Washington Local Government Investment Pool will be distributed at the beginning of the month for the previous month. All investments are placed in the name of the participating entity ~~with the exception of~~except for monies placed with the State of Washington Local Government Investment Pool.

.3 ELEMENTS OF CONTROL

3.1 Internal Control

A documented computer system and written procedures have been implemented and will continue to be maintained. These systems and procedures have been designed to insure the safeguard of assets, accuracy and completeness of accounting records, adherence to management policies, and timely preparation of accurate financial information. This documented computer system and procedures were designed to fulfill the components of internal ~~control;~~control, i.e. segregation of function, authorization, safeguard of assets and records, controls over accounting system.

In addition to the above system, periodic reviews and/or audits are conducted by the County Treasurer and Examiners of the Washington State Auditor's office. This review shall provide assurance of compliance with the policy and procedures. These controls are established to prevent losses of public funds arising from unanticipated changes in financial markets, misrepresentation of third parties, and employee error or fraud. Bonding shall be provided to protect the public against possible defalcation on the part of elected officials or employees.

3.2 Ethics and Conflict of Interest

All personnel shall adhere to Clallam County's code of ethics. This written guideline clearly outlines ethics for all County personnel. In addition to the County code of ethics the following will be complied with:

- Officers and employees involved in the investment program shall refrain from personal business activity that could conflict with proper execution of this program or impair their ability.
- Employees and investment officials shall disclose to the Chief Financial Officer and the County Administrator, any material financial interest in financial institutions that conduct business within this ~~jurisdiction~~jurisdiction, and they

shall further disclose any large personal financial investment position that could relate to the performance of the County's investment program.

- Officers and employees shall subordinate their personal investment transactions to those of the County ~~with regard to~~regarding the timing of purchase and sale.

3.3 Investment Authority/Delegation of Authority

In accordance with Section 36.29.020 of the Revised Code of Washington, the responsibility of investing the public funds is vested in the County Treasurer. This authority may be delegated to a Deputy designated as the Investment Officer. Refer to Appendix C for complete statute. Legal and management responsibility for this investment program resides with the Treasurer of Clallam County who has established procedures of the operation of the investment program. These procedures include explicit delegation of authority to persons responsible for the investment transactions. No other persons shall engage in the investment transactions except as stated in the policy and procedures as established by the County Treasurer. The Treasurer has established internal and reporting controls to supervise the workflow of subordinates.

.4 ELEMENTS OF INVESTING

4.1 Authorized Financial Institutions

As in compliance with RCW 36.48.010, the County Treasurer at such times as deemed necessary, will designate financial institutions in the state as depository for public funds. Institutions may solicit or be contacted by the Treasurer's office to serve as a depository if they meet the following criterion. The parameters for such a depository will include only institutions authorized as Public Depositories by the Washington Public Deposit Protection Commission and with current audited financial statements on file and reside within the State of Washington. Investments with any thrift institution shall not exceed 25% of the institution's net worth. Investments with major banks or dealers shall not exceed 10% of said institutions net worth.

The Treasurer will maintain a list of approved broker/dealers and financial institutions, which are authorized to provide investment services for Clallam County. Authorized broker/dealers will be limited to primary dealers or other dealers that qualify under Security Exchange Act of 1934, Rule 15C3-1, the Uniform Net Capital Rule. The Treasurer shall review semi-annually the financial institution's credit worthiness during the ~~period of time~~period in which County funds are invested. Refer to Appendix A for a listing of financial depositories currently used by Clallam County.

4.2 Authorized Investments

Funds of the government of Clallam County may be invested in compliance with RCWs 36.29.020, 39.56.030, 39.59.020, 39.59.040:

- U.S. Treasury ~~bills / strips~~
- ~~Treasury notes or bonds~~Obligations
- Insured or fully collateralized non-negotiable certificates of deposit of banks and savings and loan associations approved by the policy
- Repurchase agreements collateralized by U.S. Treasury securities
- State of Washington Local Government Investment Pool (LGIP)
- U.S. Government ~~s~~ sponsored A~~a~~gencies and instrumentality's
- Registered warrants of a local government in Clallam County

4.3 Diversification

It is the responsibility~~policy~~ of Clallam County to consider all investment strategies based on the current and anticipated financial climate.~~diversify its investment portfolios.~~ The County should be prudent in its approach to create a diverse portfolio, as this strategy ~~This diversification~~ is designed to eliminate risk of loss resulting from over concentration of assets in a single maturity, specific ~~issuer~~issuer, or single class of securities. Diversity should always be considered; however, it is not required. This policy shall provide the ability to follow an investment strategy approved by the Finance Committee, even when diversification is not achievable or reasonable.

To achieve this, the ~~investment committee~~ Finance Committee shall review the portfolio in its entirety. In doing so the Finance Committee will analyze risk default, maturity, and liquidity of risk. Bankers' acceptances, certificates of deposit, and U.S. Treasury notes will be used to minimize or reduce the risk default. Participation in State of Washington Local Government Investment Pool, U.S. Bank's Municipal Investment Account (MIA), and U.S. Bank's repurchase agreement provide the liquidity necessary for daily cash flow.

All reports shall address these risks and as to whether any current investments will be affected. It is suggested that the following investment types do not exceed the following percentages of the investment portfolio:

- U.S. Treasury Obligations 100%
- Certificates of Deposits 100%
- Demand Municipal Investment Account and Washington Local Government Investment Pool ~~50~~100%
- ~~Government~~ U.S. Government-sponsored Agency Securities 40%

4.4 Maturities

To the extent possible, the Treasurer shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, no investment will be made in securities maturing more than five (5) years from date of purchase. A portion of the portfolio should be continuously invested in readily available funds such as the State LGIP and Municipal Investment Account to ensure appropriate

liquidity is maintained to meet ongoing obligations, with a minimum of 25% of the portfolio at the time of investment to be comprised of investments maturing within one year. Assets held in debt retirement funds and special assessment funds may be invested in maturities of up to ~~two~~ five years with approval of the finance committee.

Maturities shall not exceed ~~two~~ five years from the time of purchase, or as otherwise matched to a specific cash flow, unless a temporary extension of maturities is approved by the Finance Committee. It is the intent of the Treasurer that investments in all funds shall be managed in such a way that any market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the balance of the portfolio during a 24-month period. No maturity extension should be undertaken if potentially declining prices would result in negative income on the overall funds' portfolio during a given year.

4.5 Collateralization and Safekeeping

The County has a safekeeping and custody agreement in the County's name in effect with their depository bank and its affiliates. All investment transactions will be on a delivery verses payment basis. Securities (except certificates of deposit) purchased by the County shall be held in safekeeping by the ~~third party~~third-party institution designated as primary agent. The primary agent shall issue a monthly statement listing the specific instrument, rate, maturity, and other activity. Certificates of deposit are purchased in the name of the entity and are kept in the County's vault. The originating institution's financial status is reviewed by the Treasurer and insured by Washington Public Deposit Protection Commission. The State of Washington Local Government Investment Pool investments are protected by the collateralization of banks where invested, as well as possession of all securities, and taxing authority of the State of Washington. These securities are pooled and held by the State.

Through the depository bank, the county retains a repurchase account, which is 102% collateralized. The County retains the master repurchase agreement on file. Also through the depository bank the County has a Municipal Investment Account which is insured by the Federal Deposit Insurance Corporation (FDIC). and the Washington Public deposit Protection Commission (WPDPC).

The above policies apply to the County's current depository bank, which is U.S. Bank of Washington, or any subsequent depository bank that may be chosen by the Treasurer.

.5 ELEMENTS OF REPORTING

5.1 Annual and Interim

Investments are stated in the annual financial report for the County. This report is published by the Auditor's office according to State statute. Interim reports are compiled

by the Investment Officer prior to the committee meeting and upon the Treasurer's request. These reports, which vary, will include the following information: monetary amount of investments, yield rate, market trends, projections and any other information the Treasurer deems necessary.

5.2 Finance Committee

Members will be supplied with the necessary reports and/or charts as determined by the agenda. The Finance Committee will review finance policy annually.

5.3 Fiduciary Funds including Trust and Custodial Funds

These funds are provided with a monthly investment report in detail. This detail includes the name of the financial institution, amount of monies invested, date invested, interest rate, maturity date, document number, and the grand total amount of all investments.

DRAFT

APPENDIX A – DEPOSITORY BANKS – INVESTMENT FIRMS LISTING OF 2020

Bank of America NA
PO Box 844336
Dallas TX 75284-4336

Cashmere Valley Bank
124 East Penny Road, Suite 210
Wenatchee WA 98801

East West Bank
10900 NE 4th Street, Suite 200
Bellevue WA 98004

First Federal Savings
139 West 1st Street
PO Box 351
Port Angeles, WA 98362

Local Government Invest Pool
Office of the State Treasurer
Legislative Bldg. AS-23
Olympia, WA 98504

US Bank of Washington
PO Box 720
Seattle, WA 98111

Sound Community Bank
110 North Alder Street
Port Angeles WA 98362

US Bank
CM-9690
PO Box 70870
St Paul MN 55170-9690

US Bank of Washington
134 East 7th Street
Port Angeles WA 98362

DRAFT

APPENDIX B – DIVISION OF RESPONSIBILITIES OF INVESTMENT OFFICIALS

ITEM / TASK	OFFICE/COMMITTEE	STAFF
Investment Policy		
Prepared by	Treasurer	
	~~Treasurer's Office~~	
Adopted by	Finance Committee	
	~~Finance Committee~~	
Investment Transactions		
Bid Process	Treasurer	Investment Officer
	~~Treasurer~~	
		~~Investment Officer~~
Recording	Treasurer	Investment Officer
		~~Investment Officer~~
Verification		
Confirm	Treasurer	Investment Officer
	~~Investment Officer~~	
Records		
Reconciliations	Treasurer	Senior Accountant
	Treasurer	Investment Officer
	~~Investment Officer~~	
~~Treasurer's Senior Accountant~~		
Management Review		
Daily	Treasurer	Senior Accountant
	~~Treasurer~~	

DRAFT

		~~Senior Accountant~~
Monthly	Treasurer	Senior Accountant
	~~Treasurer~~	
		~~Treasurer's Senior Accountant~~

Annual Review of Policy

	Treasurer
	Finance Committee
	Washington State Auditor's Office

Investment Policy Amendments

Prepared	Treasurer
	~~Treasurer's Office~~
Adopted	Finance Committee
	~~Finance Committee~~

DRAFT

APPENDIX C – REVISED CODE OF WASHINGTON SECTION 36.29

The county treasurer shall keep all monies belonging to the State, or to any county, in his or her own possession until disbursed according to law. The county treasurer shall not place the same in the possession of any person to be used for any purpose; nor shall he or she loan or in any manner use or permit any person to use the same; but it shall be lawful for a county treasurer to deposit any such monies in any regularly designated qualified public depository.

Any municipal corporation may by action of its governing body authorize any of its funds which are not required for immediate expenditure, and which are in the custody of the county treasurer or other municipal corporation treasurer, to be invested by such treasurer in savings or time accounts in banks, trust companies and mutual savings banks which are doing business in this state, up to the amount of insurance afforded such accounts by the federal deposit insurance corporation, or in savings or time accounts in savings or loan associations which are doing business in this state, up to the amount of insurance afforded such accounts by the federal savings and loan insurance corporation, or in certificates, notes, or bonds of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States; in bankers' acceptances purchased on the secondary market, in federal home loan bank notes and bonds, federal land bank bonds and federal national mortgage association notes, debentures and guaranteed certificates of participation, or the obligations of any other government sponsored corporation whose obligations are or may become banks as determined by the board of governors of the federal reserve system or deposit such funds or any portion thereof in investment deposits as defined in RCW 39.58.010 secured by collateral in accordance with provisions of chapter 39.58.

DRAFT

APPENDIX D – GLOSSARY

BANKERS' ACCEPTANCE: A draft of bill of exchange accepted by a bank or trust company. Once accepted, the bank or trust company guarantees payment of the bill.

BONDS: Credit instruments that contain a promise to pay a specific amount of money on a specified date ;(usually more than 10 years after issuance.) The relationship between the bondholder and issuer is that of creditor and debtor.

BROKER: A middleman who brings buyers and sellers together and executes their orders, charging a commission for these services. Unlike a dealer, a broker does not own or take a position in the security.

COUPON: (1) The annual rate of interest on the bond's face value that a bond's issuer promises to pay the bondholder. (2) A certificate attached to a bond showing interest due on a payment date.

COLLATERAL: An obligation or security attached to another to secure its performance.

DEBENTURE: A bond secured only by the general credit of the issuer.

DEFAULT: Failure to pay debt interest or principal when due, or to perform other obligation required by contract.

DIVERSIFICATION: Dividing investment funds among a variety of instruments offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A Federal Agency that insures bank deposits; the current limit is $100,000 per insurable fund.

HAIRCUT: Industry term for the valuation of securities used to calculate a broker/dealer's net capital. The haircut will change depending on the class of a security, its market risk, and the time to maturity. The haircut may fluctuate from 0% to 30% (common for equity securities) to 100% for fail positions (securities with past due delivery) that have prospect of settlement.

LIQUIDITY: The ability to convert a security into cash promptly with minimum risk of principal.

NOTE: Coupon issues with relatively short maturity. Municipal notes have Maturities ranging from a month to a year and pay interest only at maturity. Treasury notes are securities that have an original maturity of up to ten years.

DRAFT

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A security firm who participates in the securities market and hops set price and distribute securities.

PRINCIPAL: (1) Face amount or par value of a security. (2) One who acts as a dealer buying and selling his own account.

REPURCHASE AGREEMENT: (Repo) Sale of a security with a simultaneous commitment by a bank to repurchase the security from the investor at a specified price.

SAVINGS AND LOAN ASSOCIATION: Federal or state-chartered institution that accepts savings deposits and invests the bulk of the funds in mortgages.

U.S.TREASURY ~~BILL~~OBLIGATIONS: Include Treasury Bills, Treasury Notes, and Treasury Bonds. Treasury Bills consist of Aa non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Bills are generally issued to mature in 3 ~~and~~ , 6 and 12 months. Treasury Notes are issued with original maturities of 10 years or less, while Treasury B~~b~~onds are issued with maturities longer than 10 years. Treasury N~~n~~otes and B~~b~~onds are sold in minimums of $1,000, and in multiples of $1,000, except for notes with maturities of less than four years. These notes are sold in minimums of $5,000 and in multiples of $5,000. (General Finance Officers Association (GFOA) an Elected Official's Guide to Investing)

DRAFT

15
11/21/22

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 11/21/22**

REGULAR AGENDA ☒ **Meeting Date: 11/29/22**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 817-22-09
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Homeland Security Grant Program Agreement #E23-089 with Washington Military Department to provide $50,455 in reimbursement funding in support of the Emergency Management Unit in the Sheriff's Office. This is an annual grant award to pay for personnel costs relating to public outreach, development of mass care plans, and exercise planning as it relates to emergency management. There is also funding to purchase law enforcement related equipment.

Budgetary impact:
This funding will need to be added to the FY2023 00100.817 Emergency Services budget.

Recommended action:
Approval by the Board and signature by the Chair.

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz and Undersheriff Cameron

Relevant Departments: Sheriff's Office

Date submitted: 11/16/22

Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Clallam, County of** **Sheriff's Office** **Emergency Management Unit** **223 E 4th Street, Suite 12** **Port Angeles, Washington 98362-3000**	2. Grant Agreement Amount: **$50,455**	3. Grant Agreement Number: **E23-089**
4. Subrecipient Contact, phone/email: **Elizabeth Waknitz, 360-417-2393** **elizabeth.waknitz@clallamcountywa.gov**	5. Grant Agreement Start Date: **September 1, 2022**	6. Grant Agreement End Date: **July 31, 2024**
7. Department Contact, phone/email: **Deborah Henderson, 253-512-7470** **Deborah.Henderson@mil.wa.gov**	8. Unique Entity Identifier (UEI): **JV6JJNELRBS5**	9. UBI # (state revenue): **054-004-559**

10. Funding Authority:
Washington Military Department (the Department) and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: **EMW-2022-SS-00056-S01**	12. Federal Award Date: **09/02/2022**	13. Assistance Listings # & Title: **97.067 - 22HSGP (SHSP)**
14. Total Federal Award Amount: **$13,905,347**	15. Program Index # & OBJ/SUB-OBJ: **723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ / NZ**	16. EIN **91-6001298**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **24** BY CONGRESSIONAL DISTRICTS: **6**	18. Service Area by County(ies): **Clallam County(ies)**	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification
☐ Personal Services ☐ Client Services ☒ Public/Local Gov't
☐ Research/Development ☐ A/E ☐ Other_____

21. Contract Type (check all that apply):
☐ Contract ☒ Grant ☒ Agreement
☐ Intergovernmental (RCW 39.34) ☐ Interagency

22. Subrecipient Selection Process:
☒ "To all who apply & qualify" ☐ Competitive Bidding
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO

23. Subrecipient Type (check all that apply)
☐ Private Organization/Individual ☐ For-Profit
☒ Public Organization/Jurisdiction ☐ Non-Profit
☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable federal and state statutes and regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan, Timeline, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

Signature Date
Regan Anne Hesse, Chief Financial Officer
Washington Military Department

BOILERPLATE APPROVED TO FORM:
Dierk Meierbachtol 9/28/2022
Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature Date
Mark Ozias, Chair
Board of Clallam County Commissioners

APPROVED AS TO FORM (if applicable):

Bert D. Boughton
Signature Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

	SUBRECIPIENT		DEPARTMENT
Name	**Elizabeth Waknitz**	Name	**Deborah Henderson**
Title	**Grant Coordinator**	Title	**Program Coordinator**
Email	**elizabeth.waknitz@clallamcountywa.gov**	Email	**Deborah.henderson@mil.wa.gov**
Phone	**360-417-2393**	Phone	**253-512-7470**
Name	**Alice Hoffman**	Name	**Reagan Bush**
Title	**Chief Civil Deputy**	Title	**Program Manager**
Email	**alice.hoffman@clallamcountywa.gov**	Email	**Reagan.bush@mil.wa.gov**
Phone	**360-417-2257**	Phone	**253-512-7463**
Name	**Anne Chastain**	Name	**Courtney Bemus**
Title	**Emergency Management Program Coordinator**	Title	**Program Assistant**
Email	**anne.chastain@clallamcountywa.gov**	Email	**courtney.bemus@mil.wa.gov**
Phone	**360-417-2483**	Phone	**253-512-7145**

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program*" (hereafter "the NOFO") document, the *FEMA Preparedness Grants Manual* document, Version 3, published May 2022 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced

in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO , the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:

A. More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.

B. Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and

conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.

m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.

n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.

b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.

c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

   i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-

federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:

A. Description of the property;

B. Manufacturer's serial number, model number, or other identification number;

C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);

D. Assistance Listings Number (Face Sheet, Box 13);

E. Who holds the title;

F. Acquisition date;

G. Cost of the property and the percentage of federal participation in the cost;

H. Location, use and condition of the property at the date the information was reported;

I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1) Items with a current per-unit fair-market value of five thousand dollars ($5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of five thousand dollars ($5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at https://www.fema.gov/grants/guidance-tools/authorized-equipment-list. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

   If the item is not identified on the AEL as allowable under the grant program , the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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

   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

   i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.

h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

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

6. PROCUREMENT

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

b. For all sole source contracts expected to exceed $250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. **SUBRECIPIENT MONITORING**
   a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

   b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

   c. Monitoring activities may include, but are not limited to:

      i. Review of financial and performance reports;

      ii. Monitoring and documenting the completion of Agreement deliverables;

      iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

      iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;

      v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and

      vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

   d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

   e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

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

9. **NIMS COMPLIANCE**
   a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for

multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at https://www.fema.gov/emergency-managers/nims/implementation-training.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.

   a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

   b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

   c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

   d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).

2. The Budget (Attachment E) may include the following caps and thresholds:

   a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.

   b. At least thirty percent (30%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**

   c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required**. Additional approval steps may also be required before the personnel percentage can be increased.

3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum

categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process
9. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at https://www.fema.gov/HSEEP and https://preptoolkit.fema.gov/.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22HSGP Award Letter and its incorporated documents , which are incorporated in and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.

f. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

   1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

   2) All contracts in excess of $10;000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

   3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*"

   4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension.*" SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

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

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

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

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

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

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

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

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

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

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

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.37 WAIVERS

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

22HSGP Award Letter
EMW-2022-SS-00056-S01

Award Letter

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

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

Re: Grant No.EMW-2022-SS-00056

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Homeland Security Grant Program has been approved in the amount of $13,905,347.00. You are not required to match this award with any amount of non-Federal funds.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

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

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2022-SS-00056-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	DHS Standard Terms and Conditions Generally
Article III	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article IV	General Acknowledgements and Assurances
Article V	Acknowledgement of Federal Funding from DHS
Article VI	Activities Conducted Abroad
Article VII	Age Discrimination Act of 1975
Article VIII	Americans with Disabilities Act of 1990
Article IX	Best Practices for Collection and Use of Personally Identifiable Information
Article X	Civil Rights Act of 1964 - Title VI
Article XI	Civil Rights Act of 1968
Article XII	Copyright
Article XIII	Debarment and Suspension

Article XIV	Drug-Free Workplace Regulations
Article XV	Duplication of Benefits
Article XVI	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVII	Energy Policy and Conservation Act
Article XVIII	False Claims Act and Program Fraud Civil Remedies
Article XIX	Federal Debt Status
Article XX	Federal Leadership on Reducing Text Messaging while Driving
Article XXI	Fly America Act of 1974
Article XXII	Hotel and Motel Fire Safety Act of 1990
Article XXIII	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXIV	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXV	Lobbying Prohibitions
Article XXVI	National Environmental Policy Act
Article XXVII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVIII	Non-Supplanting Requirement
Article XXIX	Notice of Funding Opportunity Requirements
Article XXX	Patents and Intellectual Property Rights
Article XXXI	Procurement of Recovered Materials
Article XXXII	Rehabilitation Act of 1973
Article XXXIII	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXIV	Reporting Subawards and Executive Compensation
Article XXXV	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXVI	SAFECOM
Article XXXVII	Terrorist Financing
Article XXXVIII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XXXIX	Universal Identifier and System of Award Management
Article XL	USA PATRIOT Act of 2001
Article XLI	Use of DHS Seal, Logo and Flags
Article XLII	Whistleblower Protection Act
Article XLIII	Environmental Planning and Historic Preservation (EHP) Review
Article XLIV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLV	Acceptance of Post Award Changes
Article XLVI	Disposition of Equipment Acquired Under the Federal Award
Article XLVII	Prior Approval for Modification of Approved Budget
Article XLVIII	Indirect Cost Rate
Article XLIX	HSGP Performance Goal
Article L	Operation Stonegarden Program Hold
Article LI	OPSG Program Performance Goal

Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,190,947, Urban Area Security Initiative (UASI) funding in the amount of $6,250,000 (Seattle Area, $6,250,000), and Operation Stonegarden (OPSG) funding in the amount of $1,464,400. The following counties shall receive OPSG subawards for the following amounts: Adams, $75,000; Clallam, $100,000; Ferry, $112,500; Island, $100,000; Lower Elwha Tribe, $75,000; Makah Tribe, $75,000; Nooksack, $99,000; Okanogan, $100,000; Pend Oreille, $150,000; San Juan, $100,000; Spokane, $155,000; Stevens, $150,000; Swinomish Tribe, $72,900; Whatcom, $100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

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

Article IV - General Acknowledgements and Assurances

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

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

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

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

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

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

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

Article V - Acknowledgement of Federal Funding from DHS

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

Article VI - Activities Conducted Abroad

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

Article VII - Age Discrimination Act of 1975

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

Article VIII - Americans with Disabilities Act of 1990

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

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

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

Article X - Civil Rights Act of 1964 - Title VI

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

Article XI - Civil Rights Act of 1968

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

Article XII - Copyright

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

Article XIII - Debarment and Suspension

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

Article XIV - Drug-Free Workplace Regulations

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

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

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

Article XVII - Energy Policy and Conservation Act

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

Article XVIII - False Claims Act and Program Fraud Civil Remedies

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

Article XIX - Federal Debt Status

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

Article XX - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXI - Fly America Act of 1974

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

Article XXII - Hotel and Motel Fire Safety Act of 1990

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

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

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

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

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For

additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXV - Lobbying Prohibitions

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

Article XXVI - National Environmental Policy Act

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

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

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

Article XXVIII - Non-Supplanting Requirement

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

Article XXIX - Notice of Funding Opportunity Requirements

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

Article XXX - Patents and Intellectual Property Rights

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

Article XXXI - Procurement of Recovered Materials

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

Article XXXII - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVI - SAFECOM

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

Article XXXVII - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XXXIX - Universal Identifier and System of Award Management

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

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to

initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

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

Article XLVII - Prior Approval for Modification of Approved Budget

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

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

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

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

Article XLVIII - Indirect Cost Rate

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

Article XLIX - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article L - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LI - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

BUDGET COST CATEGORIES

Personnel	$552,103.00
Fringe Benefits	$201,516.00
Travel	$9,665.00
Equipment	$0.00
Supplies	$8,446.00
Contractual	$13,028,663.00
Construction	$0.00
Indirect Charges	$104,954.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2022-SS-00056-S01	***	N/A	AWARD	WX04579N2022T , WX04583N2022T , WX04580N2022T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Gail Cram	2535127472	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/02/2022		Cost Reimbursement	09/01/2022	08/31/2025
			Budget Period	
			09/01/2022	08/31/2025

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2022-FA-GG01-P410- -4101-D	$0.00	$6,190,947.00	$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GG02-P410- -4101-D	$0.00	$1,464,400.00	$1,464,400.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GH01-P410- -4101-D	$0.00	$6,250,000.00	$6,250,000.00	See Totals
			$0.00	**$13,905,347.00**	**$13,905,347.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cram

DATE
Sun Sep 18 01:22:54 GMT 2022

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Fri Sep 02 19:56:50 GMT 2022

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS.

22SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 8 of 50 states for gross domestic product in 2021; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Over half of Washington's 7.77 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. A vast majority of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The THIRA focuses on eight of those risks: cyber attack, earthquake, explosive devices (terrorism), flood, hazmat release (radiological), pandemic- human (biological), tsunami, and wildland fire. The 2022 Washington State Risk Profile scored the state's relative risk as 8.77, ranking it as the 12th highest at-risk state. Washington State has consistently had a high relative risk score (ranked in the top 25% of states for the past seven years) and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY22 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2021 SPR as having significant gaps as well as to support the six National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Access Control & Identity Verification; Community Resilience; Critical Transportation; Cybersecurity; Forensics & Attribution; Infrastructure Systems; Interdiction & Disruption; Logistics & Supply Chain Management; Mass Care Services; Mass Search & Rescue Operations; On-Scene Security, Protection, & Law Enforcement; Operational Communications; Operational Coordination; Physical Protective Measures; Planning; Public Health, Healthcare, & Emergency Medical Services; Public Information & Warning; Screening, Search, & Detection; Situational Assessment; and Supply Chain Integrity & Security.

Region 2 terrorist targets include:

Military facilities

County fairs

Festivals, markets, convention center, golf clubs, and other large public venues

Critical transportation infrastructure

Transportation hubs (ferry, bus terminals, bridges, etc.)

22SHSP ENDURING NEEDS SUBPROJECTS WORK PLAN

Clallam County Sheriff's Office

ENDURING NEEDS AMOUNT **$42,455**

Investment #1: WA SHSP Sustainment

The State is divided into 9 Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to prevent, protect, respond, and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in: -Community Resilience: Need to incorporate equity and social justice and access and functional needs -Critical Transportation: Transportation needed for the delivery of vital response personnel, equipment, and services into the affected areas -Cybersecurity: Lack of a vulnerability analysis, outdated servers and workstations -Interdiction & Disruption: Special teams do not have access to updated equipment -Infrastructure Systems: Lack of proper network access to link to remote city/county facilities -Mass Care Services: Lack of adequate mass care facilities, lack of local mass care volunteers and training opportunities -Mass SAR Operations: Need to train responders to the Structural Collapse Tech Level, lack of heavy lifting/shoring and cutting/breaching rescue equipment -On-Scene Security, Protection, & LE: Lack of local funding to maintain and replace aging and/or expiring equipment and PPE -Operational Comms: Geographical challenges and changes in communications technology hamper the reliability of communications -Operational Coord: Lack of regional coordination to prioritize projects, connect partners, and share products -Physical Protective Measures: Lack of surveillance cameras and alarm systems in local jurisdictions -Planning: ESF plans are out of date, lack of updated continuity plans -Public Information & Warning: Lack of robust public education campaigns, lack of reliable and consistent messaging -Screening, Search, & Detection Lack of screening and monitoring equipment for large public festivals and events within local jurisdictions -Situational Assessment: Lack of common operating picture and information sharing.

EN PROJECT #2: SHSP Region 2- Homeland Security Project

Region 2 will prioritize subprojects based on numerous regionally identified gaps. Specific gaps include Planning due to the loss of staff to develop plans; Public Information & Warning due to the lack of robust public education campaigns and the need to incorporate equity, social justice and access and functional needs into outreach efforts; Operational Coordination due to inability to use the primary and only EOC due to COVID proximity concern and the pandemic causing the loss of many training opportunities for EOC personnel; Screening, Search, & Detection due to the lack of screening and monitoring equipment in public buildings; Community Resilience due to COVID causing cancellation or postponement of outreach programs and disengagement in the public; and Mass Care Services due to the lack of adequate mass care facilities.

Through planning, organization, equipment, and training activities will include: Planning: Create an exercise planning cycle. Public Information & Warning: Purchase effective software tools, create and print new outreach materials, and deliver presentations at numerous outreach events. Operational Coordination: Acquire necessary equipment and technology for remote or alternate location operations, train EOC partners, stakeholders, and the public, and improve coordination of the local Incident Management Team. Screening, Search, & Detection: Purchase and install screening and monitoring equipment in a local courthouse and purchase license plate readers for law enforcement use. Community Resilience: Facilitate numerous outreach campaigns, update the Vulnerable Populations/Whole Community Support Plan, and continue to coordinate CERT training and team creation throughout the region. Mass Care Services: Develop mass care plans as well as independent shelter capabilities. The funding priorities specified above will support the region in its effort to reduce identified capability gaps related to terrorist-related risks which will improve the region's ability to identify, prevent, and respond to a terrorist threat.

SUBPROJECT #1 ***Exercise Planning Schedule***

CORE CAPABILITIES

Planning (EN & CS, IIS, DVE, ET)		Core Capability #1
Sustaining or Enhancing?	*Sustaining*	
Operational Coordination (EN & All NPAs)		Core Capability #2 (optional)
Sustaining or Enhancing?	*Enhancing*	

SOLUTION AREAS					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	**TOTAL**
$4,809.00	$2,000.00	$0.00	$0.00	$0.00	**$6,809.00**

GAP(S) IDENTIFIED

- The pandemic severely impacted our ability to exercise and train. Much of the 'normal' exercises were postponed or cancelled. CR22 was reduced to a TTX. We will have to rebuild our exercise plan completely in order to bring back a consistent planning cycle that addresses all of the needs of the county.
- "Local jurisdiction exercise programs affected by resource availability, i.e., exercise planning is traditionally an additional duty, and affects the ability to implement corrective actions." (21SPR, pg. 9)
- "Planning concepts need to be better coordinated with a statewide planning team at all levels of planning" (21SPR, pg. 9)
- "Staffing to develop plans were lost in many jurisdictions (21SPR, pg. 29)

ACTIVITIES TO BE PERFORMED

Development of an exercise planning cycle, rebuilding of community outreach programs, and an assessment of Operational Area (OA) capacity and needs.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

Formal exercise plan for all five county Operational Areas (OA) and the EOC.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

Increased communications within and between OAs. Increased resilience and better coordination in response to catastrophic events. Increased coordination between OAs and the EOC. Eventually 5 exercises completed, at least one in each OA. AARs created from each exercise. Create corrective action plans from the AAR data.

NEXUS TO TERRORISM

Terrorist attacks rely on fear and disorganization after the event to spread among the population. An increasingly prepared and resilient citizenry and local agencies is less affected by both the threat and actuality of the event. They react more proactively and recover more quickly.

SUBPROJECT #2 ***Public Outreach***

CORE CAPABILITIES

Community Resilience (EN)		Core Capability #1
Sustaining or Enhancing?	*Enhancing*	
Public Information & Warning (EN & All NPAs)		Core Capability #2 (optional)
Sustaining or Enhancing?	*Enhancing*	

SOLUTION AREAS					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	**TOTAL**
$5,500.00	$5,000.00	$0.00	$0.00	$0.00	**$10,500.00**

GAP(S) IDENTIFIED

- Covid impacts on Outreach Programs and training, lack of preparedness and disengagement in the public.
- "There was a tremendous amount of turnover across all disciplines, resulting in a significant gap in institutional knowledge and training/exercise experience." (21SPR, pg. 29)

ACTIVITIES TO BE PERFORMED

- Rebrand of Map Your Neighborhood (MYN) following the state release of its revised neighborhood preparedness program.
- Launch a countywide Prepare in a Year program
- Continue to coordinate CERT training and team creation throughout the entire county
- CodeRED Marketing- Identifying groups already meeting and presenting programs to inform and engage new audiences.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

Increase in trained CERT members and increased interaction between CERT in the different Operational Areas (OAs), increased participation by the general public in preparedness programs within their current groups and activities, and increased knowledge of public through the presentations of state-sponsored programs.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

A higher percentage of the population planning and preparing to survive catastrophic events. The educated and prepared public is the source of Kitsap EM's volunteer staff that augments and operates the EOC in a time of emergency. An increased level of preparedness and awareness of possible catastrophic events also increases the pool from which Kitsap EM will draw its EM volunteers.

NEXUS TO TERRORISM

Terrorist attacks rely on fear and disorganization after the event to spread among the population. An increasingly prepared and resilient citizenry is less affected by both the threat and actuality of the event. They react more proactively and recover more quickly.

SUBPROJECT #3 ***Mass Care***

CORE CAPABILITIES

Mass Care Services		Core Capability #1
Sustaining or Enhancing?	*Enhancing*	
Community Resilience (EN)		Core Capability #2 (optional)
Sustaining or Enhancing?	*Enhancing*	

SOLUTION AREAS

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
$7,000.00	$3,000.00	$0.00	$0.00	$0.00	**$10,000.00**

GAP(S) IDENTIFIED

- Mass Care - lack of established sheltering agreements with VOADs and insufficient shelters to house the population. ARC has a significantly reduced presence in our location and an aging volunteer pool with limited response capabilities.
- "In many small jurisdictions, there is no recovery organization, and even the Red Cross is nonexistent." (21SPR, pg. 251)
- "There is a lack of adequate mass care facilities. Many American Red Cross approved shelters are small, have multiple uses or are lacking necessary facilities. Some are not ADA accessible." (21SPR, pg. 253)
- "Continued centralization of Red Cross staff has resulted in a lack of local mass care volunteers and training opportunities." (21SPR, pg. 255)
- "Faith based organizations, particularly those with LEP congregations, have never been involved in exercises." (21SPR, pg. 258)

ACTIVITIES TO BE PERFORMED

- Work with Operational Areas (OAs) to develop mass care plans.
- Coordinate training to enable each area to have their own independent shelter capacity that does not rely on County deployment.
- Coordinate shelters for catastrophic response and other incidents.

ACTIVITIES TO BE PERFORMED

A list of emergency shelters for heat and cold with POCs for rapid deployment of messaging. Established plans for implementation of those shelters with identified trigger points. Additional shelter locations and sponsoring agencies identified. Hosted and coordinated several ARC training sessions to educate any agencies interested in setting up and running shelters.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

More options for those needing shelter after a catastrophic event or during weather events. More localized shelters will decrease the need to travel or leave the county to find shelter, reducing risk.

NEXUS TO TERRORISM

A widespread terrorist event may result in homes being destroyed or made uninhabitable. Having shelters ready to be set up and occupied in a short period of time will decrease the impact of the event.

SUBPROJECT #4 ***License Plate Readers (LPR)***

CORE CAPABILITIES

Screening, Search, & Detection (EN & CS, ST/CP, DVE, ET)		Core Capability #1
Sustaining or Enhancing?	*Enhancing*	

Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET)	Core Capability #2 (optional)
Sustaining or Enhancing?	*Enhancing*

SOLUTION AREAS

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
$0.00	$0.00	$13,000.00	$0.00	$0.00	**$13,000.00**

GAP(S) IDENTIFIED

- Clallam County currently lacks the capacity to quickly scan and identify large groups of people. License plate readers could be placed at specific events or transportation nexuses to scan for particular persons of interest or generalized intelligence.
- "'There is a need to... improve...other equipment used in law enforcement operations." (21SPR, pg. 88)
- "Most smaller local jurisdictions have very little or no formal capability to conduct screening, search, and detection capabilities." (21SPR, pg. 72)
- "Purchase of Law Enforcement specialty equipment to support preventing, preparing for, protecting against, or responding to acts of terrorism or high-risk law enforcement missions." (21SPR, pg. 106)

ACTIVITIES TO BE PERFORMED

Purchase License Plate Readers to be mounted on deputy vehicles for mobile deployment.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

Equipment will be available for deputies to dynamically deploy based on tactical need.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

As more LPRs are purchased, additional coverage of our county can simultaneously be achieved, creating more flexibility for deployment tactics.

NEXUS TO TERRORISM

Using generalized scanning of events or locations will generate data available for intelligence analysis. If persons of interest are identified, LPRs will be able to scan for them very quickly, allowing tracking and interdiction to be accomplished more efficiently and effectively.

22SHSP NATIONAL PRIORITY AREA PROJECTS WORK PLAN

Clallam County Sheriff's Office

AMOUNT **$8,000**

National Priority Areas

In assessing the national risk profile for FY 2022, six priority areas attracted the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that these six priorities should be addressed by both allocating specific percentages of HSGP funding to certain areas as well as allocating the remaining percentage across the remaining priorities. The following are the six priority areas for FY 2022:

1) Enhancing the protection of soft targets/crowded places (ST/CP)
2) Enhancing information and intelligence sharing and analysis (IIS)
3) Combating domestic violent extremism (DVE)
4) Enhancing cybersecurity (CS)
5) Enhancing community preparedness and resilience (CP&R)
6) Enhancing election security (ES)

Washington State will meet the 22SHSP priorities across multiple state and local projects.

Investment #5: WA SHSP National Priority: Cybersecurity

Cybersecurity threats, which include cyber terrorism, are an increasingly unpredictable, dangerous, and proliferating hazard to state, local, and tribal governments as well as private industry and operators of critical infrastructure systems throughout Washington State. Every day, networks are under attack across the state from a variety of sources, domestic and international, using a variety of methods, all of which are continually developing in sophistication.

Due to the constantly growing and evolving cyber threats in Washington State and the high impact of successful attacks, supporting Cybersecurity is a priority. The NPA Cybersecurity projects that make up this investment support the security and functioning of critical infrastructure against cyber attacks directly tying to preventing, preparing for, protecting against, or responding to acts of terrorism.

Cybersecurity capability gaps in the 2021 Washington State SPR that will be addressed include, but are not limited to: the need for cyber incident response plans, the lack of affordable and accessible cyber training, the need to update systems to avoid future intrusions, the lack of security and monitoring capabilities at public facilities leaving equipment vulnerable, and the need for vulnerability analysis to avoid operational blind spots. Additionally, a Planning gap in the core capability of Infrastructure Systems will be addressed: the need to assess infrastructure systems effectively and build private sector relationships in order to gather information.

Through a collaborative ranking and selection process, Washington State has identified several key projects within this Investment to address gaps and sustain/enhance core capabilities directly related to the Cybersecurity National Priority Area.

PROJECT #1 ***NP CS: Cybersecurity Training and Planning (Investment 5, Project 1)***

NATIONAL PRIORITY AREA

Cybersecurity

BRIEF PROJECT DESCRIPTION

Cybersecurity breeches are a rapidly evolving threat. The technology needed to combat this problem changes rapidly. Clallam County will host multiple trainings on this threat and offer it to all of its stakeholders in county government and stakeholder agencies both in the private sector and other NGOs.

CORE CAPABILITIES

Cybersecurity (CS)		Core Capability #1
Sustaining or Enhancing?	*Enhancing*	
Community Resilience (EN)		Core Capability #2 (optional)
Sustaining or Enhancing?	*Enhancing*	

SOLUTION AREAS					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	**TOTAL**
$4,000.00	$0.00	$0.00	$4,000.00	$0.00	**$8,000.00**

GAP(S) IDENTIFIED

Cybersecurity is a growing threat. The technology changes so rapidly and small businesses and agencies often lack the ability to prepare against new threats. COVID has impacted in-person gatherings and has caused many businesses to rely more on virtual and online commerce. Agencies are using virtual meetings and webinars instead of classroom teaching. Clallam County's and Region 2's infrastructure is vulnerable and training is needed not just for response agencies but for local business and support agencies to prevent and respond to cyber attacks.

These gaps are highlighted by the following quotes from the 2021 SPR:
- "Few local jurisdictions and infrastructure operators have dedicated cyber incident response plans." Planning gap, p.97
- Affordable/accessible mid-level cyber training is very challenging to identify and implement. - Training gap
- Emergent threats necessitate rapidly evolving training to ensure that personnel have the skills needed to prevent, detect, respond, and recover from cyber incidents. -Training gap

ACTIVITIES TO BE PERFORMED

- Conduct extensive cybersecurity training to inform vulnerable stakeholders on how to make their systems more robust and to increase awareness of rapidly changing threats.
- Work on new response and safety plans for both the County and its stakeholders.

COLLABORATION

This program will bring businesses, NGOs, and county agencies together to work on the development of the plans and the implementation of exercises to test those plans. As always, there will be collaboration between the Region 2 counties in the implementation of the program with all areas included in the training and exercises.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

- An increased awareness of what threats exists and what form they may take.
- Increased trust between the county government and the general public through shared goals and inclusion in the planning process.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

In the event of a widespread or devastating cybersecurity breach, this project will result in less of an impact on the county and an increased ability to continue normal virtual procedures or to see them restored in a shorter time, lessening the economic impact on the community.

NEXUS TO TERRORISM AND NPA

With the increased globalization of systems and the use of cloud-based platforms, the Clallam County community is vulnerable to a global terrorist cyberattack. Their remote location causes them to be dependent on ecommerce and a collapse of these systems would have devastating effects on their community. Since terrorism relies on fear to multiply the effects of its initial actions, a fearful and unprepared community is a much more attractive target. The Region 2 power grid, phone service, internet providers, and news media is largely provided by large corporations located outside of the peninsula and would be affected by cyberterrorism.

22SHSP Budget

Clallam County Sheriff's Office

AGREEMENT AMOUNT **$50,455**

	AMOUNT
LETPA	$13,000.00
26% of the agreement total	
PERSONNEL	$32,974.00
65% of the agreement total	
M&A	$1,665.00
3% of the agreement total	

Sustainment Subproject(s)

		AMOUNT
SUBPROJECT #1	**Exercise Planning Schedule**	**$6,809.00**
SUBPROJECT #2	**Public Outreach**	**$10,500.00**
SUBPROJECT #3	**Mass Care**	**$10,000.00**
SUBPROJECT #4	**License Plate Readers (LPR)**	**$13,000.00**
	M&A	**$1,665.00**
	SUBTOTAL	$41,974.00
	INDIRECT	**$481.00**
	TOTAL	**$42,455.00**

National Priority Area Project(s)

		AMOUNT
PROJECT #1	**NP CS: Cybersecurity Training and Planning (Investment 5, Project 1)**	**$8,000.00**
	M&A	**$0.00**
	SUBTOTAL	$8,000.00
	INDIRECT	**$0.00**
	TOTAL	**$8,000.00**

22SHSP TIMELINE

Clallam County Sheriff's Office

DATE	TASK
September 1, 2022	Grant Agreement Start Date
January 2023	Estimated date work scheduled for one or more subprojects/projects
NLT January 31, 2023	Submit proof of completion of Nationwide Cybersecurity Review (NCSR) - *NCSR system closes February 28, 2023*
April 30, 2023	Submit Reimbursement Request and Progress Report
October 31, 2023	Submit Reimbursement Request and Progress Report
April 30, 2024	Submit Reimbursement Request and Progress Report
July 31, 2024	Grant Agreement End Date
September 14, 2024	Submit Final Reimbursement Request and Closeout Report

HSGP Performance Period: September 1, 2022 to August 31, 2025

16
11/22/22

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 11/21/22**

REGULAR AGENDA ☒ **Meeting Date: 11/29/22**

Required originals approved and attached? ☐
Will be provided on: 11/25/22

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11003-22-02
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Patrol Vessel Replacement Grant Subrecipient Grant Agreement, Federal Financial Assistance Grant, with the Washington State Parks and Recreation Commission. This grant is a reimbursement grant in the amount of $125,326.67 with a match requirement of $31,331.67. This funding will be used to replace the Sheriff's Office Marine Unit's aging lake patrol vessel with a new, optimally designed boat.

Budgetary impact:
The Board of County Commissioners have approved the use of general fund dollars to pay the match amount. This grant funding is incorporated into the FY2023 11003.811 Sheriff's Boating Safety fund.

Recommended action:
Approval by the Board and signature by the Chair.

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz and Sheriff Elect Brian King

Relevant Departments: Sheriff's Office

Date submitted: 11/16/22

County #11003-22-02

WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT
PATROL VESSEL REPLACEMENT GRANT

Agreement No. MLE 123-346

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and **Clallam County Sheriff's Office** ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a "Subrecipient" relationship under 2 CFR 200.331. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for replacement of marine law enforcement patrol vessel and subsequent reporting and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term**: See *Section 5.1 – Term*
- **Project Completion**: See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative**: *See Section 6.2 – Subrecipient's Authorized Representative.*
- **Project completion date**: See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled].*

- **Grant Funds:** See *Section 9.2 – Grant Funds.*
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards *(2 CFR §200.331(A) (1))*:** See *Exhibit B*
- **Scope of Work (SOW):** *Exhibit D*
- **Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs Subrecipient's:** See *Exhibit E.*
- **Replacement Vessel Description:** *See Exhibit G* DEFINITIONS

3.1 Attachment: A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.

3.2 MLE: The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.

3.3 Equipment. Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

3.4 Exhibit: A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.

3.5 RBS Officer: Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.

3.6 Boating Safety Inspection: A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.

3.7 Law Enforcement Vessel: A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.

3.8 Recreational Vessel: Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.

3.9 Subrecipient: 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. In this agreement, the subrecipient is the successful applicant with whom Washington

MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).

3.10 Subrecipient Grant Agreement: Also known as a subaward. Defined in federal regulation as "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 (See 2 CFR 200.92).

3.11 Small agency: An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.

3.12 Medium agency: An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.

3.13 Large agency: An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.

3.14 Boating Safety Program approval: means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

3.15 Useful life: means an estimate of the number of years an asset is likely to remain in service for the purpose it was intended. For the purpose of this grant, a useful life will be determined to be a minimum of ten years.

SECTION 4: EFFECTIVE DATE AND DURATION

4.1 Term. This Agreement is effective on the date of the last signature and terminates on September 30, 2024, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life.*

4.2 Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to MLE on or before **October 15, 2024**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.

4.3 Closeout. (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 5: AUTHORIZED REPRESENTATIVES

5.1 WSPRC MLE Program Authorized Representative is:

Matthew M. Stowers, Marine Law Enforcement Coordinator

Washington State Parks - Boating Program

1111 Israel Road SW

Tumwater, WA 98501-6512

Matt.Stowers@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Rob.Sendak@PARKS.WA.GOV

5.2 Subrecipient's Authorized Representative is:

Sheriff William Benedict
Clallam County Sheriff's Office
223 E 4th Street, Ste 12
Port Angeles, WA 98362-3015
William.benedict@clallamcountywa.gov
(360) 417-2270

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 6: RESPONSIBILITIES OF EACH PARTY

6.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

6.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Funding Opportunity Exhibit "F".

The Subrecipient shall complete the purchase of the replacement vessel no later than **September 30, 2023.** The Subrecipient shall complete the approved project no later than **October 15, 2024**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.

- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

6.1.2 Design Preparation. Not Used.

6.1.3 Purchase. The Subrecipient shall be responsible for any costs in excess of One Hundred Twenty-Five Thousand, Three Hundred Twenty-Six and 67/100th dollars ($125,326.67) (including all tax, sales, tax, or other fees) plus Thirty-One Thousand, Three Hundred Thirty-One and 67/100ths dollars in cash match. All purchases must be in the furtherance of recreational boating safety and must adhere to the Replacement Vessel Description. (Exhibit "C").

6.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

6.1.5 Commercial and Other Uses.

a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
   1. has financial profit as a goal,
   2. charges any fees or receives any benefit to provide services, supplies or goods, or
   3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

6.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act."*

6.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or

publication regarding this project: *"Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment."*

6.1.8 Public Access to Project. Not used.

6.1.9 Payments. Subrecipient agrees to:

a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project.

b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and

c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

6.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

6.1.1 Indemnification by Subrecipient's Contractors. For purposes of this Section *7.1.11 – Indemnification by Subrecipient's Contractors* the term "contractor" means, actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, to the full extent of Washington State Law be indemnified by the contractor from and against any and all Claims.

6.2 Responsibility of Marine Law Enforcement Program (MLE):

6.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms.*

SECTION 7: CONDITIONS TO DISBURSEMENT

7.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

7.1.1 Nothing beyond the purchase of a replacement marine law enforcement patrol vessel, as listed in the Replacement Vessel Description (Exhibit "G").

7.2 Non-Allowable Costs and Expenditures.

7.3 Nothing beyond the purchase of a replacement marine law enforcement patrol vessel, as indicated in the Replacement Vessel Description (Exhibit "G") shall be purchased with these grant funds and the required cash match. All additional expenditures shall be the sole responsibility of the Subrecipient. **Conditions Precedent to Any Reimbursement.** MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE;

b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form, Exhibit H, along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in *Section 6 – Responsibilities of Each Party* and *Section 8 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the "Document #" column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient's business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as "ineligible costs".

7.4 MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete-expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted upon the delivery of the vessel as described in the Replacement Vessel Description (Exhibit G) Reimbursement **Conditions Precedent to Partial Progress Payment(s).** MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 8.2 – Grant Funds* as progress payments.

7.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and

b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and

c. Inspection and approval of the Project by MLE Program staff.

SECTION 8: REIMBURSEMENT AND PAYMENT TERMS

8.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

8.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **One Hundred Twenty-Five Thousand, Three Hundred Twenty-Six and 67/100ths ($125,326.67)** to the Subrecipient to fund the Project.

8.3 Match. The Subrecipient shall contribute at least twenty-five (25%) of the total grant award as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match shall be provided as cash costs only. Any vessel traded in as partial purchase of the replacement vessel will be considered as cash for the purpose of required match funds. Vessel Registration Fees cannot be used as match. The annual Federal Financial Assistance Grant as awarded by MLE cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

8.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Thirty-One Thousand, Three Hundred Thirty-One dollars and 67/100ths ($31,331.67)** in-cash only. It is understood that cash match cannot be from the **annual Federal Financial Assistance Grant** as provided by MLE. In addition, **Vessel Registration Fee funds cannot be used as match.**

8.3.2 Matching Non-cash Resources. Not allowed, not authorized.

8.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and submitted for reimbursement upon the delivery of the replacement vessel. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

8.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 7 - Conditions to Disbursement.*

Subrecipient may request reimbursements only upon delivery of the replacement vessel. Reimbursement shall take place after Subrecipient submits a properly completed A—19 Invoice Voucher form (Exhibit H, along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total

reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

8.6 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

8.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2024**.

8.8 Offset or Reduction. The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

8.8.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

8.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the duly executed and delivery of this document.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

9.1 Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.

9.2 The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.

9.3 This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

9.4 Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and

9.5 Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 6- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 10: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 10 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

11.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its

determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:

a) the removal of misused equipment from the facility; and/or
b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

11.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

11.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
b. Activities under Federal awards from other Federal awarding agencies; then
c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

11.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

11.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

11.5.1 Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.

11.5.2 Operation shall include having trained personnel available to facilitate operation of the equipment

and a schedule for maintenance.

11.5.3 Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.

11.5.4 Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.

11.5.5 All law enforcement vessels shall have a routine schedule for maintenance.

11.5.6 As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.

11.5.7 Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

11.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a State Parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE and shall include the same requirements as those imposed in the original grant. Any cash match paid when the equipment was originally purchased will be forfeited in total.
- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

11.6.1 Equipment Breakdown

Not Used.

11.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 12: OWNERSHIP OF WORK PRODUCT

12.1 As used in this Section 12 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

12.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction,

operation, or maintenance of the Project.

12.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 13: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 14: CONTRIBUTION ON THIRD PARTY CLAIMS

14.1 If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 14 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this *Section 12 – Ownership of Work Product* with respect to the Third-Party Claim.

14.2 With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.

14.3 With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 15: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

15.1 Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

15.2 Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made.

15.3 Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

15.4 A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 16: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, it officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 17: LIABILITY INSURANCE

17.1 The Contractor may provide the required coverage under a self-insured/liability pool or self-insured risk management program. The Contractor shall provide to State Parks a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such summary of coverage and letter of self-insurance will additionally be provided on the anniversary of the start date of this Agreement if the agreement is for more than twelve months.

17.2 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 (FASS), and 3) the Washington State Auditor 's annual instructions for financial reporting. Contractors 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.

SECTION 18: REMEDIES

18.1 In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 21 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 19 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 8.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

18.2 In the event MLE terminates this Agreement under *Section 21.1 – Termination for Convenience*, *Section 21.2 Termination for Inefficiency*, *Section 21.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 21.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits

set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 19: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 8.7 – Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 8.7 of this agreement. May, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 20: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 21: TERMINATION

21.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

21.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

21.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 32 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.

b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

21.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

a. The design and implementation, of the Project is not pursued with due diligence; or

b. The Project is not permissible under federal, state, or local law; or

c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or

d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or

e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.

f. The Subrecipient defaults under any other agreement between the Parties.

21.5 Rights and Remedies.

a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.

b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 22: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other

expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 23: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 24: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 23 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 25: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 10 – Governing Law and Consent to Jurisdiction*, *Section 12 – Ownership of Work Product*, *Section 19 – Recovery of Overpayments*, *Section 20 – Limitation of Liability*, and *Section 25 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 26: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 27: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 28: COMPLIANCE WITH LAW

28.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.

28.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

28.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, "tax laws" includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient's property, operations, receipts, or income, or to Subrecipient's performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 28 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient's certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

28.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 21 - Termination*.

28.3.2 Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and

28.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 29: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 30: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 31: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 32: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 33: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain

terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 34: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 35: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 36: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 37: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 38: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 39: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United State of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	EXHIBIT D – Statement of Work (SOW)

7	EXHIBIT E - VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS
8	EXHIBIT F - 2023 MARINE LAW ENFORCEMENT PATROL VESSEL REPLACEMENT GRANT, NOTICE OF FUNDING OPPORTUNITY NUMBER: 2022-01, FEDERAL PROGRAM: STATE RECREATIONAL BOATING SAFETY GRANT PROGRAM
9	EXHIBIT G – REPLACEMENT VESSEL DESCRIPTION
10	EXHIBIT H – A-19 INVOICE VOUCHER FOR MARINE LAW ENFORCMEENT PATROL VESSEL REPLACEMENT GRANT

SECTION 40: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Agency Address	**Washington State** **Parks & Recreation Commission** PO Box 42650 Olympia, WA 98504-2650
Sign:	**Sign:**
Title:	**Title:** Contracts, Grants, Procurement Manager
Email:	**Email:** **ContractsAndProcurement@parks.wa.gov**
Date:	**Date:**
Place:	**Place:** Tumwater, WA

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all

federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211 (B)

Federal Award Identification:

i. Subrecipient name (which must match registered name in DUNS): **Clallam County Sheriff's Office**

Subrecipient's UEI number: **JV6JJNELRBS5**

ii. Federal Award Identification Number (FAIN): **3322FAS220153**

iii. Federal Award Date: **09/01/2022**

iv. Sub-award Period of Performance Start and End Date: From **09/01/2022 to 9/30/2024**

v. Total Amount of Federal Funds Obligated by this Agreement: **$125,326.67**

vi. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **$125,326.67**

vii. Federal award project description: **Marine Law Enforcement Federal Financial Assistance Grant**

a. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: Name of Federal awarding agency: **United States Coast Guard.**
b. Name of pass-through entity: **Washington State Parks and Recreation Commission.**
c. Contact information for awarding official of the pass-through entity: **boatingprogram@parks.wa.gov**

viii. CFDA Number and Name: **Federal Boat Safety Act 92-75**

ix. Is Award R&D? **No**

x. Indirect cost rate for the Federal award: **NA%**

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited

from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

EXHIBIT "D": SCOPE OF WORK AND MATERIALS/DOCUMENTS INCORPORATED BY THE SCOPE OF WORK.

SCOPE OF WORK

For

The Clallam County Sheriff's Office

Marine Law Enforcement Patrol Vessel Replacement Grant

The Washington State Parks and Recreation Commission Boating Program Marine Law Enforcement Program, recipient (MLE) has the responsibility to administer federal financial assistance grants as provided by the Department of Homeland Security through the United States Coast Guard. Those grant funds may be used for recreational boating safety activities to include enforcement of recreational boating safety laws, marine law enforcement patrols as well as educational outreach projects. This grant contract is for the purchase of a marine law enforcement patrol vessel replacement. The grant award is based on the Replacement Vessel Description as described in Exhibit E (Clallam County Sheriff's Office Replacement Vessel Description) with a purchase price of $167,102.22. **The grant award amount will be $125,326.67 with a match requirement of $31,331.67.**

In return, State Parks requires the Clallam County Sheriff's Office (Subrecipient) to meet the goals as stated in Exhibit D (Exhibit D Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs). In addition, the Agency is required to provide a 25% cash match. Further, the Agency is required to obtain delivery of the replacement vessel as described in Exhibit F (Clallam County Sheriff's Office, Replacement Vessel Description) by the end of federal fiscal year 2023, September 30, 2023, in order to seek reimbursement under this grant.

The agency must also provide financial reports, performance reports, quarterly reports and significant development reports as described in Exhibit E (Appendix 2023 Marine Law Enforcement Patrol Vessel Replacement Grant, Notice of Funding Opportunity Number: 2022-01, Federal Program: State Recreational Boating Safety Grant Program). These reporting requirements will be in place through September 30, 2024. Failure to provide required reports could result in reimbursement by the Agency to State Parks for any grant funds expended.

Reimbursement is to be made on an Exhibit G (Clallam SO A-19 Invoice Voucher for Marine Law Enforcement Patrol Vessel Replacement Grant) form as provided. If you have questions regarding this agreement, contact Matt Stowers at (360) 791-4668 or matt.stowers@parks.wa.gov.

THE FOUR DOCUMENTS IDENTIFIED IMMEDIATELY BELOW ARE PRESENTED AS AN EMBEDDED FILE. SIMPLY DOUBLE-CLICK ON THE EMBEDDED FILE TO REVEAL THE FILE'S SUBSTANCE.

- IF UNABLE TO OPEN THE FILE, PLEASE CONTACT THE WA STATE PARKS PROGRAM MANAGER IDENTIFIED IN SECTION 6.1 ABOVE AND A COPY WILL BE PROVIDED.

EXHIBIT E

Attached and made part of this agreement as Exhibit E-Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

EXHIBIT F

Attached and made part of this agreement as Exhibit F -2023 Marine Law Enforcement Patrol Vessel Replacement Grant
Notice of Funding Opportunity Number: 2022-01
Federal Program: State Recreational Boating Safety Grant Program

EXHIBIT G

Attached and made part of this agreement as Exhibit G-Clallam County Sheriff's Office, Marine Law Enforcement Patrol Vessel Replacement Grant, Vessel Description (one worksheet is in this workbook)

EXHIBIT H
Attached and made part of this agreement as Exhibit H-A-19 Voucher for reimbursement (four worksheets are in this workbook)

17
11/21/22

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION **X Meeting Date: 11/21/22**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance x Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Sheriff's Office participates in the Law Enforcement Support Office Program (LESO) of the Defense Logistics Agency. This program provides military surplus equipment of all types for Law Enforcement and sometimes, emergency management use.

Recent laws and requirements at state and federal levels have required a change in how civilian law enforcement agencies acquire, retain and utilize certain military equipment. Certain items are designated "controlled" by LESO and require reporting to them and other requirements in our agreement to acquire and retain such items.

Attached to this summary is the new memorandum outlining the list of items that are identified as "controlled" by LESO and other new requirements for 2023.

Some of the steps required to be addressed to obtain surplus equipment from LESO in this new memorandum include:

- Notification by the Sheriff's Dept. to the public and the BOCC of any intent to request any controlled property
- Ensure regional sharing agreements are in place where outside agencies have adopted the same requirements of the Memorandum so that the item may be used in situations of agency assists
- Ensure the Sheriff's Dept. has general policing standards reflecting the concept of Community Policing, Constitutional Policing and that we have community input and impact
- Ensure that Sheriff's policy and procedures are in place that govern the use, supervision and training of the acquired controlled equipment

- Required reporting requirements to LESO for annual certification

The Clallam County Sheriff's Office does maintain standards that support Community Policing, Constitutional Policing and maintains a Sheriffs Advisory Board that represents the citizens in our community. Our current policy and procedures manual require all equipment, not just controlled equipment from LESO have the element of training and supervision attached and in many cases requires certifications in the operation of that equipment.

The Clallam County Sheriff's Office has a policy manual that is currently, being updated in support of this new memorandum from LESO and will address the requirements. This will include the asset sharing portion as well as covering the reporting aspects, conditions of use, notifications and establishing a list of controlled items that meet LESO's definition.

As of this time, the Clallam County Sheriff's Office has no items in inventory that meet LESO's new definition of "controlled" items. It may be, that in 2023, we will request a vehicle that has no commercial application called a Mine Resistant Ambush Protected military vehicle or MRAP. This item can be acquired and used exclusively for disaster related emergencies, active shooter scenarios, barricaded subjects, hostage or other search and rescue operations, anti-terrorism preparedness etc. An MRAP is defined as a controlled item in the LESO memorandum.

This agenda item summary is to provide the BOCC with the information in the memorandum, advise the BOCC of any utilization of the program we may currently have or intend to use, and to answer any questions the board may have related to this memorandum.

The memorandum, signed by the agency head (the Sheriff), is required to be returned to the Defense Logistics Agency by January 1, 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?** ☐

There is no budgetary impact at this point in this process

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

There is no action needed. The Sheriff is authorized to sign the memorandum. There is a requirement that the BOCC be presented this information as the county's governing body.

County Official signature & print name: W J Benedict Sheriff Benedict

Name of Employee/Stakeholder attending meeting: Undersheriff Ron Cameron

Relevant Departments: Sheriffs Office

Date submitted: 11/10/22

APPROVED
By Deborah Smith at 4:29 pm, Sep 07, 2022

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

GPL

August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).

b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles:* Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons:* Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets:* Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields:* Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application-* LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses-* LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements-* During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application-* This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses-* EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements-* During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow "reasonable opportunity to review" (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff's who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General's Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as "Campus Police" or "Campus LEAs" must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the "reasonable opportunity to review" (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement-* LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS" LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

ii) Description of the LEA action/operation involving the controlled property.

iii) Identification of LEA personnel who used and directed the use of the controlled property.

iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).

v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

a) Certify they have authorization from their CGB to participate in the LESO Program.

b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.

i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.

ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.

c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.

d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.

e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.

f) *(LEAs with LRADs)* Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Washington

Title (Print): Program Specialist

Name (Print): Dale Richardson

Signature (Sign): Dale Richardson Date MM/DD/YYYY): 9/7/2022

Law Enforcement Agency Name: Clallam County Sheriff's Office

Chief Law Enforcement Official (CLEO) Title (Print):

Name (Print):

Signature (Sign): Date MM/DD/YYYY):

AGENDA ITEM SUMMARY

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

12B
11/21/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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 North Pacific Coast MRC due to an expired term.

The Department of Community Development recommends the reappointment of John Hunter to the North Pacific Coast Marine Resources Committee.

No other applications were received.

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

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

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

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

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 11-9-22

RESOLUTION _____, 2022

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

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Resolution 78 adopted by the Board of Commissioners on September 15, 2009 created the North Pacific Coast Marine Resources Committee.

2. A vacancy exists on the Committee due to an expired term.

3. A press release was issued in October 2022 soliciting applications from interested citizens, and the current member whose term is expiring was notified. No applications were received.

4. The current member with the expiring term advised the Commissioner's Office in writing that he is interested in continuing service and asked to be considered for another term.

5. The Department of Community Development endorses the reappointment of John Hunter to the North Pacific Coast Marine Resources Committee.

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

1. **John Hunter** is reappointed to the Clallam County Citizen (Conservation/Environmental Groups) for a term ending December 31, 2024.

PASSED AND ADOPTED this 29th[h] day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: A22.164
Appointee
DCD
Tami Pokorny - Jefferson

DRAFT

19
11/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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 Planning Commission due to the expiration of a 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. One application was received.

The member with an expiring term advised the Commissioner's Office in writing they are interested in continuing service and asked to be considered for another term.

The Department of Community Development and the District I County Commissioner supports the reappointment of Ronald Long to the Planning Commission.

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.

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

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

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 11-16-22

* 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)

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

RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Planning Commission due to the expiration of a 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. One application was received.

3. The member with an expiring term advised the Commissioner's Office in writing they are interested in continuing service and asked to be considered for another term.

4. The Department of Community Development and the District I County Commissioner supports the reappointment of Ronald Long to the Planning Commission.

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

1. **Ronald Long** is reappointed to serve as the District I (c) representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 29th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.171
Appointee(s)
DCD

DRAFT

20
11/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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 Lake Sutherland Steering Committee due to expiration of terms.

A press release was issued October 2022 soliciting applications from interested citizens. The current members with the expiring terms were notified. No applications were received.

Members whose terms are expiring notified the Commissioners' Office that they would like to be considered for reappointment.

Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the reappointments of Amanda Stanley, Dawn Shideler, and Marie Marrs to the Lake Sutherland Steering 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 appointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

Relevant Departments: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

Date submitted: 11-15-22

RESOLUTION _____, 2022

REAPPOINTING MEMBERS TO THE
LAKE SUTHERLAND STEERING COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Lake Sutherland Steering Committee due to expiration of terms.
2. A press release was issued October 2022 soliciting applications from interested citizens. The current members with the expiring terms were notified. No applications were received.
3. Members whose terms are expiring notified the Commissioners' Office that they would like to be considered for reappointment.
4. Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the reappointments of Amanda Stanley, Dawn Shideler, and Marie Marrs to the Lake Sutherland Steering Committee.

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

1. **Amanda Stanley** is reappointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2025.
2. **Dawn Shideler** is reappointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2025.
3. **Marie Marrs** is reappointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2025.

PASSED AND ADOPTED this 29th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

DRAFT

21
11/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

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 Conservation Futures Program Advisory Board due to the expiration of a term.

A notice of the vacancy was issued to the press in October 2022 soliciting applications from interested citizens. One application was received.

The Department of Community Development and the Commissioner (ex-officio member) support the appointment of Laurel Hargis to the Conservation Futures Program 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 and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 11-15-22

RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board due to the expiration of a term.

2. A notice of the vacancy was issued to the press in October 2022 soliciting applications from interested citizens. One application was received.

3. The Department of Community Development and the Commissioner (ex-officio member) support the appointment of Laurel Hargis to the Conservation Futures Program Advisory Board.

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

1. **Laurel Hargis** is appointed to serve as the At-large representative for term ending December 31, 2026.

PASSED AND ADOPTED this 29th of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, Clerk of the Board

cc: A22.33
Appointee (s)
BOCC

DRAFT

AGENDA ITEM SUMMARY

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

22

11/21/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-21-22**

REGULAR AGENDA ☒ **Meeting Date: 11-29-22**

Item summary:

☐ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☒ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Executive summary:

The Lodging Tax Advisory Committee announced an opportunity for business grants for large-scale events, projects, or infrastructure improvements from monies received from a consumer tax on lodging. Clallam County's Lodging Tax Fund will be the primary source of County funding for activities, operations, and expenditures designed to increase tourism in the unincorporated areas.
The Lodging Tax Advisory Committee met on November 10, 2022 to review an application and make a recommendation to the Board of Commissioners.
Approve and sign resolution authorizing an expenditure from the Hotel/Motel Tax Fund for the approved 2023 Lodging Tax Funding applications.

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?** ☐
Hotel/Motel Tax fund $1,400,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved 2023 Lodging Tax Funding applications.

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

Relevant Departments: Board of Commissioners, Finance – Mark Lane, Budget Director – Debi Cook, Treasurer's Office, Auditor's Office

Date submitted: November 15, 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)

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

RESOLUTION _____, 2022

AUTHORIZING EXPENDITURE FROM THE HOTEL/MOTEL TAX FUND
FOR THE APPROVED 2023 LODGING TAX FUNDING APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Hotel/Motel Tax pursuant to RCW 67.28.

2. State statute requires an advisory committee to review all proposed expenditures from the Hotel/Motel Tax Fund and make recommendations to the Board of Commissioners.

3. The Lodging Tax Advisory Committee received proposals from Washington Junior Golf Association, Neah Bay Chamber of Commerce, SourceOne Displays LLC Sasquatch the Legend, Clallam Bay & Sekiu Chamber of Commerce, Hurricane Ridge Winter Sports Club, Juan de Fuca Foundation for the Arts, Port Angeles Marathon Association, Olympic Peninsula Rowing Association, Forks Chamber of Commerce, Lincoln Park BMX Association, Peninsula Trails Coalition, Port Angeles Waterfront Center dba Field Arts & Events Hall Olympic Peninsula Visitor Bureau (Annual Budget Request), Olympic Peninsula Visitor Bureau (Tourism Plan Request), Clallam County Roads/Public Works Department, and Clallam County Parks, Fair, and Facilities.

4. The Lodging Tax Advisory Committee met on November 10, 2022 to review applications and make a recommendation to the Board of Commissioners.

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

1. Concurs in the recommendation of the Lodging Tax Advisory Committee.

2. Authorizes a one-time expenditure from the Hotel/Motel Tax Fund to be allocated as follows:
   Olympic Peninsula Visitor Bureau (Annual Budget Request) - $750,000
   Olympic Peninsula Visitor Bureau (Tourism Plan Request) - $120,000
   Neah Bay Chamber of Commerce - $20,000
   SourceOne Displays LLC Sasquatch the Legend - $5,000
   Clallam Bay & Sekiu Chamber of Commerce - $12,000
   Hurricane Ridge Winter Sports Club - $30,000
   Juan de Fuca Foundation for the Arts - $8,000
   Port Angeles Marathon Association - $15,000
   Olympic Peninsula Rowing Association - $20,000
   Forks Chamber of Commerce - $35,000
   Lincoln Park BMX Association - $30,000
   Peninsula Trails Coalition - $10,000
   Port Angeles Waterfront Center dba Field Arts & Events Hall -$45,000
   Clallam County Roads/Public Works Department - $250,000
   Clallam County Parks – Rain Shadow Disc Golf Improvements - $7,000
   Clallam County Fair and Parks – Multiple requests - $43,000

PASSED AND ADOPTED this 29th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

File A22.169, F32.19,Finance Office – Lane/Cook, Treasurer's Office, Assessor's Office

J:\public\Resolutions\2022\Lodging Tax application approvals 2022 11-29-22.docx

23
11/21/22
4A

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11/21/22**

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

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 Commissioners will consider adopting by Resolution the attached budget reduction on December 6, 2022
Budget reductions – a reduction in revenues and/or expenditures.

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 notice

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget reductions.

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)

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

NOTICE OF BUDGET REDUCTION

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget reduction shown below on December 6, 2022 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Public Works – Roads – Revenue and expenditure reduction related to project construction work now scheduled to occur in 2023/$1,262,560

A copy of the budget change form may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Date: November 22, 2022

Publish: November 26, 2022
Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

DRAFT

RECEIVED
CLALLAM CO. FINANCE
NOV 10 2022

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 11.10.22 ✓ **Budget Hearing/Meeting Date:** 12.06.22 ✓

__ **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
_x_ ✓ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	10101.611 ✓	**Budget Name**	Public Works – Roads ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	33403.70.1902 ✓	RAP Carlsborg Road	$283,560
10101.611 ✓	PW – Roads ✓	33320.22.4000 ✓	WSDOT Dungeness Wildlife Refuge Access	$127,000
10101.611 ✓	PW – Roads ✓	33320.20.5004 ✓	WSDOT Clallam Slough Bridge Replacement	$90,000
10101.611 ✓	PW – Roads ✓	33320.20.5015 ✓	WSDOT ODT Calawah Rvr Pk to Sol Duc Rd	$40,000
10101.611 ✓	PW – Roads ✓	33320.20.5030 ✓	WSDOT Sol Duc Bridge Painting	$179,000
10101.611 ✓	PW – Roads ✓	33402.70.0005 ✓	RCO ODT Forks to LaPush	$425,000
10101.611 ✓	PW – Roads ✓	33320.20.5025 ✓	WSDOT Weel Bridge Painting	$118,000
Total				$1,262,560 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	59440.64.7777 ✓	PW – PW Capital Machinery and Equipment	$50,000
10101.611 ✓	PW – Roads ✓	59520.41.7777 ✓	PW – Other Services and Charges	$193,000
10101.611 ✓	PW – Roads ✓	59540.63.7777 ✓	PW – PW Capital Other Improvements	$100,000
10101.611 ✓	PW – Roads ✓	59590.41.7777 ✓	PW – Other Services and Charges	$485,000
10101.611 ✓	PW – Roads ✓	59520.61.7777 ✓	PW – PW Capital Land	$127,000
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				$1,262,560 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:
Revenue and expenditure reduction related to project construction work now scheduled to occur in 2023.

County Official Approval: Joe Donnie
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

24
11/21/22
46

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11/21/22**

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

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

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on December 6, 2022.
Budget revisions – Transfer 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.

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 notice

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

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

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 Revisions 11-22-22
Revised: 3-04-2019

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

NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on December 6, 2022 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Public Works – Roads – Original approved budget submitted did not allocate county road project construction expenditures in the correct BARS lines/$1,100,000
WSU Extension – Billing for the IRWM Coordinator position/$19,000

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Date: November 22, 2022

Publish: November 26
Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

DRAFT

RECEIVED
CLALLAM CO. FINANCE
NOV 07 2022

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 11.07.22 ✓ **Budget Hearing/Meeting Date:** 12.06.22 ✓

__ **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

_X_ ✓ **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**	Public Works – Roads ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	54230.41.7777 ✓	PW – Other services and charges	$616,000 ✓
10101.611 ✓	PW – Roads ✓	59590.41.7777 ✓	PW – Other services and charges	$484,000 ✓
Total				$1,100,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads ✓	59530.63.7777 ✓	PW – Capital other improvements	$1,100,000
Total				$1,100,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Original approved budget submitted did not allocate county road project construction expenditures in the correct BARS lines.

County Official Approval: Joe Donisi

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

RECEIVED
CLALLAM CO. FINANCE
NOV 10 2022

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 11-10-22 ✓ **Budget Hearing/Meeting Date:** Dec. 6th 2022

__ **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

X ✓ **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.	00100.931 ✓	**Budget Name**	WSU Extension ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.931 ✓	WSU Ext ✓	55360.10.0000 ✓	~~Salaries and Wages~~ Regular Time	14,000
00100.931 ✓	WSU Ext ✓	55360.20.0020 ✓	Benefits	5,000
Total				19,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.931 ✓	WSU Ext ✓	55360.41.0020 ✓	Professional Services	19,000
Total				19,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The IRWM coordinator position was vacant for several months. During that time, the Nox Weeds coordinator Christina St. Martin and staff conducted the programwork and need to bill for it.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

25

AGENDA ITEM SUMMARY

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

11/21/22

6C

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11/21/22**

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

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 6, 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.

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 Debatables 11-22-22
Revised: 3-04-2019

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

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:

   Sheriff – Jail Medical - Additional funding to cover costs of temporary staff regular and overtime hours worked during the nursing shortage between 7/1/22-10/1/22 for inmate health care services/$65,299
   Public Works – Roads – Unanticipated overtime for Construction Inspector on three projects overlapping/$83,500

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 6, 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 22nd day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

Publish: November 26, 2022
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DRAFT

RECEIVED
CLALLAM CO. FINANCE
NOV 09 2022

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 11/9/22 **Budget Hearing/Meeting Date:** 12/6/22

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X **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 revisions within departments

__ **Reduction of Budget** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx	00100.816	**Budget Name**	Sheriff's - Jail Medical

REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending fund Balance	$ 65,299
Total				$ 65,299

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816	Sheriff's - Jail Medical	52360.41.0020	Professional Services	$ 65,299
Total				$ 65,299

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Amendment #12 to the Wellpath Agreement for Inmate Health Care Services was signed by the Board of County Commissioners on 11/1/22. The additional costs above the contracted rate assumed by Wellpath to immediately fill our nursing shortage during 7/1/22 – 10/1/22 are being passed through to the County as per the agreement. The total time worked during this period by temporary staff was 804.79 regular hours and 62.95 overtime hours, for a total cost of $65,299 in addition to the contracted rate. Additional and ongoing pass through costs will be calculated by Wellpath at a future date.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Revised: 7-3-06

RECEIVED
CLALLAM CO. FINANCE
NOV 09 2022

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 11.09.22 **Budget Hearing/Meeting Date:** 12.06.22

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_X_ **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

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	$83,500
Total				$83,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	59510.10.0500	Overtime	$14,000
10101.611	PW – Roads	59510.20.0020	Personnel Benefits	$11,000
10101.611	PW – Roads	54260.10.0500	Overtime	$32,760
10101.611	PW – Roads	54260.20.0020	Personnel Benefits	$25,740
Total				$83,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Unanticipated overtime for Construction Inspector on three projects overlapping, 384.5 hours, $25,000 (known); 11.04.22~11.05.22 eastern county windstorm event, $8,500 (known); additional winter storm events in November, December 2022, $50,000 (projection).

County Official Approval: Joe Donisi

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

26

AGENDA ITEM SUMMARY

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

11/21/22

Department: Finance

WORK SESSION ☒ **Meeting Date:** **11/21/2022**

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: ☐

FOLLOW UP DISCUSSION—AMERICAN RESCUE PLAN ACT ADDITIONAL ALLOCATIONS OF FUNDING FOR 2023 BUDGET:

BACKGROUND

As a follow up to an October 2022 BOCC Work Session, the purpose of this discussion is to revisit remaining uncommitted ARPA funds totaling $2,194,165 to determine if the BOCC would like to incorporate any further ARPA funding placeholders into the 2023 Budget prior to finalization of the proposed final budget. Staff will also provide an update on status/evaluation of certain ARPA funding requests received.

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

Any further designation of use of ARPA funds will be incorporated into the 2023 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) None

To the extent further designation of ARPA funding placeholders is desired, staff is soliciting BOCC feedback. If no further designation at this point is desired, the 2023 budget as drafted will still provide adequate funding flexibility to address future approved usages as determined by the BOCC at a later date.

County Official signature & print name: _____Mark Lane_____

* Work Session Meeting - Submit 1 single sided/not stapled copyAgenda Item Summary ARPA Placeholder Funding Follow Up Discussion--11212022.docx
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2021

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

Name of Employee/Stakeholder attending meeting: _____Mark Lane_____

Relevant Departments: _____Finance, Treasurer_____

Date submitted:

November 16, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copyAgenda Item Summary ARPA Placeholder Funding Follow Up Discussion--11212022.docx

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

Revised: 3-04-2021

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date--Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
2. Negative Economic Impacts	2.2 Household Assistance: Rent, Mortgage, and Utility Aid	**Clallam County PUD Residential and Commercial Utility Assistance**	$ 350,000.00	$ 249,427.45	$ 12,599.00	$ 87,973.55	Funds were committed to provide utility payment assistance to residents, small businesses, and non-profits experiencing severe financial hardship due to job loss, layoff, reduction of work hours, reduced revenues or other negative economic impacts or circumstances resulting from the COVID-19 public health emergency. The funds were needed to avoid a utility disconnect that would endanger the health and well-being of the impacted residents, and impair the ability of businesses to continue to operate. **To date, 377 households and small businesses had received ARPA-funded utility payment assistance**.
2. Negative Economic Impacts	2.29 Assistance to Small Businesses: Loans or Grants to Mitigate Financial Hardship	**Clallam Economic Development Council - Lifeboat3--Small Businesses**	$ 2,484,788.00	$ 2,413,495.00	$ 71,293.00	$ -	Funds were committed to provide small businesses whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. **Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 160 small businesses in Clallam County received assistance through June 30, 2022**.
2. - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	**Clallam Economic Development Council - Lifeboat 3 Economic Assistance--NonProfits**	$ 302,000.00	$ 302,000.00	$ -	$ -	Funds were committed to provide nonprofits whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. **Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 30 non-profits in Clallam County had received assistance through June 30, 2022.**
2. - Negative Economic Impacts	2. 11 Healthy Childhood Environments: Child Care	**Clallam Economic Development Council--Lifeboat 3 Economic Assistance--Childcare**	$ 469,064.00	$ 469,064.00	$ -	$ -	Funds were committed for small business, non-profits, and special districts that provide child care services in Clallam County that were impacted by the COVID-19 public health emergency**Under the EDC Lifeboat 3 grant program funded by these ARPA Funds a total of 23 childcare organizations received funds; 16 small businesses, 6 nonprofits and 1 special district.**
2. - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Peninsula Housing Authority**	$ 210,000.00	$ 210,000.00	$ -	$ -	Funds were committed to cover gaps in support of six affordable home projects that were on hold and other similar affordable housing projects located in Clallam County that low-income families are participating in building through Peninsula Housing Authority's 'Mutual Self-Help Program' and that qualify for assistance under their 'Down Payment Assistance Program'. Funds are used to bridge funding gaps once USDA loan funds are exhausted.

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date--Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Peninsula Behavioral Health - All View Motel Affordable Housing Project**	$ 727,411.00	$ 727,411.00	$ -	$ -	Funds were committed to support the purchase of the All View Motel for conversion into a supportive affordable housing project of 27 units to house up to 41 individuals or families with serious mental health needs and/or significant substance use disorders who are in need of permanent stable housing with onsite services.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Habitat for Humanity**	$ 100,000.00	$ 100,000.00	$ -	$ -	Funds were committed to support the completion of select affordable housing projects in Clallam County for households with incomes of 30-80% of Clallam County's Area Median Income (AMI). Funding was needed to address immediate cash flow constraints that were hindering Habitat for Humanity's ability to cover funding gaps in planned affordable housing projects due to increased building material costs. These funds were used for affordable housing construction costs, including contractor/subcontractor and building material expenses for current affordable housing unit projects, or for restarting affordable housing projects that were previously placed on hold due to high construction material or contractor/subcontractor costs encountered during the COVID-19 public health emergency. Two affordable housing projects in Port Angeles were completed at the end of 2021 utilizing the provided ARPA funds.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Clallam Bay - Sekiu New Hope Food Bank**	$ 250,000.00	$ 194,921.96	$ 2,000.00	$ 53,078.04	Funds were committed to support the New Hope Food Bank serving residents of Clallam Bay-Sekiu and surrounding areas within west Clallam County who are experiencing food insecurity during the COVID-19 public health emergency. Their current food bank facility (a 30+ year-old single-wide mobile home of approximately 720 sq ft), has fallen into a state of severe disrepair due to the buildings age and construction quality. As a result of pest infestation, electrical wiring problems and other issues, it is no longer safe or viable for the continued operation as a food bank. In addition to the structure issues, the current facility is located approximately 3 miles outside of Clallam Bay, which greatly hinders its ability to serve the food security needs of low income residents in the area, many of whom lack a means of transportation to the food bank. In order to address these issues, a 1,300 sq ft replacement facility was located and available at 33 Bogachiel Street in Clallam Bay. This facility is within close proximity to several local organizations that support other needs of the community including; the Lions Club, health clinic, community center, and a local church. These funds are to support the purchase and renovation of the food bank's new facility in Clallam Bay.
2. Negative Economic Impacts	2.16 Long-term Housing Security: Services for Unhoused Persons	**North Olympic Regional Veteran's Housing Network--Hobucket House**	$ 59,903.00	$ 59,903.00	$ -	$ -	Funds were committed to NORVHN to support completion of the "Hobucket House" group home project for homeless, disabled Veterans in Clallam County. Funding was needed to address immediate cash flow constraints that were hindering their ability to cover gaps in this planned affordable housing group home project located in Forks, WA due to increased building material costs resulting from the supply chain disruptions created during the COVID-19 public health emergency. The grand opening of the Hobucket House was held on April 20, 2022.

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date-- Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
2. Negative Economic Impacts	2. 35 Aid to Tourism, Travel, or Hospitality	**Black Ball Transportation Inc Economic Assistance Grant**	$ 1,250,000.00	$ 801,717.35	$ -	$ 448,282.65	Funds were committed to support the preservation of the Black Ball private marine transportation activities and jobs associated with such activities that were severely negatively impacted by the closure of the United States- Canada border during the COVID-19 pandemic by providing ARPA-funded economic support assistance.
1. Public Health	1.1 COVID-19 Vaccination	**COVID-19 Vaccination Marketing Campaign**	$ 21,000.00	$ 20,017.00	$ -	$ 983.00	Funds were used to develop the social media branding campaign platform, 'Clallam County Cares' to provide COVID-19 facts, updates, and resources to the public.
2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	**Child Care Recruitment Job Fair**	$ 1,215.00	$ 1,215.00	$ -	$ -	Sponsorship was provided for a recruitment fair to encourage participants to consider a career in childcare and early childhood education and accept job openings currently available in most childcare centers and facilities across the county. Current staff shortages have reduced available child care slots by over 25%. Funds were used for advertising in the local paper and a City Banner (cost and installation). The recruitment fair was held on July 31, 2021. **Funds were exhausted as of 12/31/2021.**
1. Public Health	1.4 Prevention in Congregate Settings	**Tek84 Full Body Scanner for County Jail**	$ 183,872.00	$ 183,872.00	$ -	$ -	Funds were committed to purchase the Tek84 Intercept Full Body Scanner System. The thermal body scanner will scan all incoming inmates to the County jail, minimizing the amount of time and physical proximity needed to conduct a search for contraband while alerting staff to any elevated body temperatures. The results will be a reduced risk of potential COVID-19 exposure to jail staff during the processing of incoming inmates and an early warning of illness symptomology.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Forks Community Food Bank**	$ 105,000.00	$ -	$ 51,000.00	$ 54,000.00	Funds were committed to support the purchase of a walk-in freezer allowing the food bank to meet the additional cold storage needs for increased food assistance to the community during the COVID-19 public health emergency. Funds will also be used for the salary and benefit costs of transitioning a volunteer executive director position into a paid full-time staff position due to the increased demands placed on this role and the food bank during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Sequim Open Aire Market**	$ 4,500.00	$ -	$ -	$ 4,500.00	Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date--Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
2 - Negative Economic Impacts	2.1 Household Assistance: Food Programs	**West Olympic Peninsula Betterment Association**	$ 18,000.00	$ 18,000.00	$ -	$ -	Funds were committed to the OPBA's "Feed the 5000" community meal service that assists residents in the City of Forks and surrounding areas experiencing food insecurity during the COVID-19 public health emergency by providing a free meal each Tuesday. Funds were used to reimburse for costs related to the purchase and storage of food, the preparation of meals to include cookware and carts, the on-site meal service, to include cutlery, plates and seating, personal protection and sanitation materials, and packaging materials related to the delivery of meals due to the 300% increase in the number of individuals seeking the weekly meal service during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Sequim Food Bank**	$ 185,950.00	$ -	$ 85,950.00	$ 100,000.00	Funds were committed for the design, permitting, and other pre-construction costs relating to Sequim Food Bank's need to build an additional food storage facility on its adjoining property to provide a more sustainable operation to meet the food security needs of the community during the COVID-19 public health emergency. Funds will also be used for staffing costs supplementing the increased staffing required to meet the higher demand.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Port Angeles Farmer's Market**	$ 6,500.00	$ -	$ -	$ 6,500.00	Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Port Angeles Food Bank**	$ 1,348,000.00	$ 1,321,939.48	$ 26,060.52	$ -	Funds were committed to assist the PA Food Bank in renovations of its new facility, including construction of a 2,000 sq ft food pantry market; a 1,800 sq ft commercial processing kitchen; a 2,000 sq ft training and workspace room for co-locating of additional social services; and 4,000 sq ft of infrastructure improvements needed to create suitable administration and operations space. The renovation funds were deemed necessary and proportionate to enable PA Food Bank to meet the growing need for food assistance during the COVID-19 public health emergency and to support the additional demands placed on it since becoming the "Redistribution Organization" for County food assistance. Remaining funds are to be used for essential worker premium pay and staffing costs.
3. Public Health - Negative Economic Impact: Pulic Sector Capacity	3.2 Rehiring Public Sector Staff	**County Need--Clallam Prosecuting Attorney/Clallam Public Defender--Additl Staff Funding for Case Back Log**	$ 104,216.69	$ 104,216.69	$ -	$ -	Funds were initally committed for the temporary hiring of additional staff in the Clallam Prosecuting Attorney's Office and Public Defender's Office over a 2 year period to address the court case backlog created by the COVID-19 public health emergency. Based on progress made to clear back-log, additional staff needs ended after the third quarter of 2022.

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date--Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
5. Infrastrucutre, Water & Sewer	5.11 Drinking water: Transmission & Distribution	**Black Diamond Water District**	$ 62,537.28	$ 2,730.00	$ -	$ 59,807.28	Funds were committed to support the replacement of the main water line over the Little River to be located and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020. This project will ensure the delivery of safe water to 450 Clallam County residents.
2. - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	**United Way of Clallam County - Clallam Resilience Project**	$ 59,000.00	$ 5,000.00	$ 6,500.00	$ 47,500.00	Funds were committed to support the Clallam Resilience Project in hosting twelve cost-free Community Meetings and hosting a Collaborative Learning Academy no later than April 2023 to aid in building resilience in Clallam County.
1. Public Health	1.4 Prevention in Congregate Settings	**County Need--BOCC Meeting Room Technology Project to Improve COVID Virtual Meeting Capabilities**	$ 134,000.00	$ 36,991.43	$ -	$ 97,008.57	This IT capital project is designed to allow more robust public participation during County meetings and supports the need for improved virtual public meeting capabilities during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	**Olympic Peninsula YMCA**	$ 500,000.00	$ -	$ 360,000.00	$ 140,000.00	Funds were committed to support Olympic Peninsula YMCA has in the construction and development of an Early Learning Facility to be located in Port Angeles to provide childcare and early learning services to children 0-6 years of age.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Peninsula Housing Authority**	$ 300,000.00	$ -	$ -	$ 300,000.00	Funds were committed to support Peninsula Housing Authority with unbudgeted payroll and administrative costs incurred in support of the Mutual Self-Help Building program. Peninsula Housing Authority has experienced homebuilding construction delays due to the COVID-19 pandemic.
2. Negative Economic Impacts	2.18 Housing Support: Other Housing Assistance	**Clallam County Health and Human Services Medical Respite**	$ 483,320.00	$ -	$ -	$ 483,320.00	Funds were committed to Clallam County Health and Human Services to develop the Medical Respite Care in parternship with homeless shelters and medical care providers for a two year period which provides short-term resident services coupled with support services and access to medical for people experiencing homelessness.
3. Public Health - Negative Economic Impact: Pulic Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Sheriff's Office - Hiring and Retention Incentives**	$ 600,000.00	$ -	$ 267,600.00	$ 332,400.00	Funds were committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office for a contracted period of 36 months to ensure delivery of public safety services during a period of critical staff shortages experienced in our County jail and across many law enforcement agencies.
6. Revenue Replacement	6.1 Provision of Government Services	**Broadband Grant Local Match**	$ 1,786,109.41	$ 3,517.50	$ 11,940.00	$ 1,770,651.91	Funds represent the 10% required local match for the Washington State Broadband Office grant recently awarded to Clallam County. The remaining project funding requirement of over $20 million will be paid out of State grants awarded to Clallam County. The Clallam County Broadband Project will serve approximately 1,600 homes beginning at the Hwy 101/Hwy 112 junction and going through Joyce.

INCOME

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date--Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
RETURN OF ARPA FUNDS AVAILABLE FOR OTHER ELIGIBLE USES	3.10 Housing Support: Affordable Housing	**Peninsula Behavioral Health - All View Motel Affordable Housing Project**	$ (389,911.00)	$ -	$ -	$ (389,911.00)	Under the ARPA Grant agreement with Peninsula Behavioral Health for the All-View Motel mental health affordable housing project, PBH was required to reimburse the County a total of $389,911 in ARPA funds received in the event PBH was awarded funds under its Department of Commerce Housing Trust Fund grant application. As PBH was recently notified that such grant funding was awarded to them, these ARPA funds were returned to the County and are available to be used for other ARPA-eligible projects.

TOTAL ADDITIONAL OBLIGATIONS	**$ 11,716,475.38**	**$ 7,225,438.86**	**$ 894,942.52**	**$ 3,596,094.00**

OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date--Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed	Project Description
1. Public Health	1.4 Prevention in Congregate Settigns	**County Need--BiPolar Ionization HVAC Filtering System**	$ 250,000.00	$ -	$ -	$ 250,000.00	Air purification equipment approved for Courthouse as part of the 2022 Capital Budget to help prevent spread of COVID.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Affordable Housing Programs**	$ 700,000.00	$ -	$ -	$ 700,000.00	BOCC had indicated funds of up to $1 million dollars to support affordable housing projects in Clallam County (less $300k committed to Peninsula Housing Authority, see above).
5. Infrastructure: Water & Sewer	Local Water Systems	**Bullman Beach Water Filtration Project**	$ 160,000.00	$ -	$ -	$ 160,000.00	BOCC approved placeholder to address Bullman Beach water filtration system infrastructure project.
			$ 1,110,000.00	**$ -**	**$ -**	**$ 1,110,000.00**	

REMAINING UNCOMMITTED FUNDS

6. Revenue Replacement	6.1 Provision of Government Services	**TBD**	**$ 2,194,164.62**			**$ 2,194,164.62**	County's "Lost Revenue" category under ARPA, which under the Final Rule allows the County to designate up to $10 million of its ARPA award as "lost revenue" to be used to support provisions of government services. Potential options to be discussed with BOCC includes support of: Carlsborg UGA Water Infrastrucutre Support ($775k), Coverage of grant funding gaps of Dungeness Off Channel Reservoir ($300k), Bullman Beach ($160k estimated), Black Diamond Water District (additional $49,380), United Way of Clallam County - Clallam Resilience Project (additional $20k), Field Arts and Events Hall ($350k) . This includes returning funds for case backlog from the Prosecutor's Office and Public Defender ($1.09 million).

TOTAL--OTHER ARPA COMMITMENTS/UNCOMMITTED	**$ 3,304,164.62**	**$ -**	**$ -**	**$ 3,304,164.62**

CLALLAM COUNTY
ARPA FUNDS COMMITTED/DISBURSED/REMAINING--2022

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures Disbursed to Date-- Thru Q3 2022	Q4 2022 Expected Disbursements	Funds Remaining to be Disbursed in 2023	Project Description
TOTAL ARPA OBLIGATIONS (2021/2022) AND COMMITMENTS, NET OF RETURN OF ARPA FUNDS			**$ 15,020,640.00**				
TOTAL ARPA FUNDS AWARDED TO CLALLAM COUNTY			**$ 15,020,640.00**				

POTENTIAL USES OF UNCOMMITTED REMAINING ARPA FUNDS (WHICH MAY BE USED BROADLY UNDER THE REVENUE REPLACEMENT PROVISIONS OF ARPA):

UNCOMMITTED ARPA FUNDS **$ 2,194,164.62**

POTENTIAL USE PLACEHOLDERS FOR DISCUSSION:

CARLSBORG UGA WATER INFRASTRUCTURE SUPPORT (IN PARTNERSHIP WITH PUD)	$	775,000.00	(10% of PUD Carlsborg Blending Project to improve water quality in UGA and to support expansion of water service in UGA for creation of more affordable housing)
DUNGENESS OFF CHANNEL RESERVOIR--DESIGN WORK GRANT FUNDING GAP	$	300,000.00	(represents estimated grant funding gap for project design costs estimated by County hydrogeologist)
SEQUIM FOOD BANk-- NEW STORAGE FACILITY	$	500,000.00	($1M estimated cost, with potential remaining funding coming from City of Sequim ARPA funds)
BLACK DIAMOND WATER DISTRICT	$	49,380.82	Bid results for waterline relocation project came in higher than expected--requesting additional ARPA funds to cover the funding shortfall from original ARPA award
UNITED WAY--CLALLAM RESILIENCE PROJECT	$	-	Requesting additional $20k of funding to support additional 2023 community meetings, Resilience month trainings/presentations
FIELD ARTS & EVENTS HALL	$	-	Requesting $350k of ARPA funds to complete construction; per application, alternative funding through a credit line is available; per application, Field Hall is an economic development project, which under ARPA guidelines economic development is not an eligible use of funding.
OTHER ELIGIBLE USES--DESIGNATED COUNTY CAPITAL PROJECTS	$	569,783.80	(possible projects include EOC Relocation, Old Juvie Renovation, Clallam Bay Sekiu Pump Stations, other)
TOTAL POTENTIAL USES		**$ 2,194,164.62**	
UNCOMMITTED ARPA FUNDS--REMAINING		**$ -**	