



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, October 4, 2021 – 8:00 a.m.

****ATTENTION****

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Letter of support for Clallam Transit System Bus and Bus Facilities Program application

Letter 

3. Pre-application questionnaire for Stop Formula Grant

Pre-application questionnaire 

4. Agreement with Kitsap Public Health District for Youth Marijuana Prevention and Education AND Commercial Tobacco Prevention Programs

Agreement 

5. Agreement with Washington State Health and Human Services for Developmental Disabilities Services

Agreement 

6. Agreement with County of San Juan for detention holds and services

Agreement 

7. Purchase order for annual software renewal for VMware (4b)*

Purchase order 

8. Pre-application questionnaire for Department of Justice equipment grant

Pre-application questionnaire 

Public Works

9. Resolution initiating a County road project designated as CRP C1257, Sequim Dungeness / Woodcock Roundabout (5a)*

Resolution 

10. Resolution initiating a County road project designated as CRP C1258, 2021 Countywide Overlay Project (5b)*

Resolution 

Board of Commissioners

11. Discussion regarding dredge project in La Push Marina

Discussion 

12. Letter of support for the Clallam County Broadband Project (1d)*

Letter 

13. Resolution appointing Walter Morton to the Sheriff's Citizens Advisory Committee

Resolution 

General Discussion/Items for Future Agendas

- A. Olympic National Forest update (October 18 – 10:30 a.m.)
- B. Olympic Discovery Trail discussion (October 25)
- C. Noise Ordinance (TBD)

EXECUTIVE SESSION

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



AGENDA ITEM SUMMARY

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

2
10/4/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-4-2021

REGULAR AGENDA ☒ Meeting Date: 10-12-2021

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

Item summary:

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

Executive summary:

Clallam Transit System's (CTS) will be submitting an application for approximately \$5,177,000 for the Federal Transit Administration ("FTA") Fiscal Year 2021 -- Section 5339(b) Grant for Bus and Bus Facilities Program, through the Washington State Department of Transportation, to purchase three (3) heavy-duty clean diesel (biodiesel-compatible) replacement buses, three (3) electric heavy-duty replacement buses, and supporting charging infrastructure.

Approval of a letter of support for Clallam Transit System - FTA 5339(b) Bus and Bus Facilities Program.

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

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

Approval of a letter of support for Clallam Transit System - FTA 5339(b) Bus and Bus Facilities Program.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Clallam Transit System – Kevin Gallacci

Relevant Departments: Board of Commissioners

Date submitted: 9-24-21

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

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



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

October 12, 2021

Nuria Fernandez
Administrator
Federal Transit Administration (FTA)
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Clallam Transit System Letter of Support - FTA 5339(b) Bus and Bus Facilities Program

Dear Administrator Fernandez:

On behalf of the Board of Clallam County Commissioners, we strongly support Clallam Transit System's (CTS) application for approximately \$5,177,000 for the Federal Transit Administration ("FTA") Fiscal Year 2021 -- Section 5339(b) Grant for Bus and Bus Facilities Program, through the Washington State Department of Transportation, to purchase three (3) heavy-duty clean diesel (biodiesel-compatible) replacement buses, three (3) electric heavy-duty replacement buses, and supporting charging infrastructure.

It is our understanding CTS is committed to maintaining an ongoing state of good repair by adhering to its established vehicle replacement schedule. Reliable and efficient vehicles are so crucial to creating a dependable public transit system. In addition, replacing older higher polluting equipment with a combination of newer technology and zero emission buses continues to move CTS towards lower overall emissions of its transit fleet.

In the best interests of protecting public health and the environment, Washington State is committed to reducing its carbon footprint in many categories, especially transportation, and transit systems are expected to progress towards zero-emission vehicles. If awarded, these grant funds would assist Clallam Transit in beginning the process of diversifying its heavy-duty diesel bus fleet to include zero-emissions electric buses at a realistic and manageable pace.

With recent upgrades to Clallam Transit's fleet, Clallam Transit has successfully positioned itself to begin augmenting its fleet with zero-emission electric buses without compromising the dependability and reliability the public expects. This project supports the values and strategic goals of Clallam Transit and would improve air quality within the communities of Clallam County and more specifically within the Port Angeles Opportunity Zone, and the Lower Elwha Klallam Tribal Community.

The Board of Clallam County Commissioners are pleased to support this application for funding and would ask your consideration of this request.

Sincerely,

Clallam County Board of Commissioners

Mark Ozias, Chair

Randy Johnson

Bill Peach

Cc: Kevin Gallacci – Clallam Transit

DRAFT



AGENDA ITEM SUMMARY

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

3
10/4/21

Department: Prosecuting Attorney

WORK SESSION ☒ **Meeting Date:** 10/4/2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract # 117.21.002

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other - pre-application questionnaire

Documents exempt from public disclosure attached: ☐

Executive summary:

Approval requested for application to the Office of Crime Victim Advocacy for funding provided through the STOP Formula Grant. This grant will cover the portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking.

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?** ☐

Revenues and expenditures have already been factored into the 2021 budget. No changes are expected.

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

Approval of application request by County Administrator. Application deadline is October 20, 2021.

County Official signature & print name: Mark Nichols

Handwritten signature of Mark Nichols in blue ink.

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 9/29/2021

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

Agenda Item Summary - STOP grant request 9.19

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

Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Prosecuting Attorney**

DATE SUBMITTED TO W/S: **9/29/21**

GRANT NAME: **STOP Formula Grant**

APPLICATION DEADLINE: **10/20/21**

ISSUING AGENCY: **Office of Crime Victim Advocacy**

IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **12 months**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **\$16,417.00**

ANNUAL AMOUNT: **\$16,417.00**

MATCH REQUIRED? **Yes**

MATCH AMOUNT: **\$5,473.00**

DESCRIPTION OF GRANT AND PURPOSE:

To develop comprehensive strategies to address domestic violence, sexual assault, dating violence, and/or stalking; and to prioritize the needs and safety of victims while holding offenders accountable for their crimes.

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

Funds from this grant will cover a portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and/or stalking.

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

Yes

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

This grant allows for expanded service. The state requires our office to provide information and support to victims, and grants such as this allow us to be in compliance without using general fund resources. If the grant were not available, interaction and support to victims may be reduced.

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

These measurements are determined by the state and/or federal agencies that provide the funding. Statistical data is reported quarterly.

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

No

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

The match requirements are already accounted for within our budget.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN

DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

No

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

No additional positions will be added.

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

Yes, required reporting will be provided by the Victim Witness Coordinator. The financial aspect of the grant, including reimbursement requests, deposits, and the annual application, currently reside with the Manager of Administration and Support.

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

We would be more limited in the assistance we provide victims of domestic violence, sexual assault, dating violence, and stalking.

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

This grant will provide funds for staff salary.

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

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

None. The revenues and expenditures are currently being worked into the 2020 budget.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

ADMINISTRATOR

APPROVAL

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



Office of Crime Victims Advocacy

Washington State STOP Formula Grant Program Renewal Application for FFY 2021

**Due to OCVA on or before
Wednesday; October 20, 2021**

Grant Period: January 1, 2022 through December 31, 2022

This renewal application should be a continuation of current STOP Formula Grant activities.

**If any of the following apply, you must contact the OCVA VAWA
Program Coordinator for your county listed on the following page
before you begin the application:**

- 1. You will not administer the STOP Grant for the funding period of
January 1, 2022 through December 31, 2022; or**
 - 2. The activities have changed from the current STOP Grant; or**
 - 3. You have collaborated with new agencies to receive funds from
your STOP Grant.**
-

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the Office on Violence Against Women (OVW), U. S. Department of Justice (DOJ).

The Office of Crime Victims Advocacy reserves the right to reduce, modify, or deny applications.

This project will be supported by awards #15JOVW-21-GG-00548-MUMU, 2020-WF-AX-0054, and/or 2019-WF-AX-0056 from the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

For assistance with this application, please feel free to contact the OCVA Violence Against Women Program Coordinator for your county:

Ashley-Nicole Storey
Ashley.Wancha@commerce.wa.gov

Cowlitz, Grays Harbor, Island, Jefferson, Kitsap, Klickitat,
Mason, Okanogan, San Juan, Skamania, Wahkiakum

Cheryl Rasch
Cheryl.Rasch@commerce.wa.gov

Adams, Clallam, Clark, Ferry, Grant, King, Lewis, Lincoln,
Pend Oreille, Pierce, Stevens, Whatcom

Jodi Honeysett
Jodine.Honeysett@commerce.wa.gov

Asotin, Benton, Chelan, Columbia, Douglas, Franklin, Garfield, Kittitas, Pacific,
Skagit, Snohomish, Spokane, Thurston, Walla Walla, Whitman, Yakima

Washington State has an overarching STOP Grant goal of increasing the safety of youth and adults by supporting communities in developing comprehensive and collaborative strategies to address domestic violence, sexual assault, dating violence, and/or stalking; and to prioritize the needs and safety of victims while holding offenders accountable for their crimes.

Award Requirements

Applicant, and recipients at any level if an award is made, are bound by statutes, federal and state regulations; the provisions of this application; the Violence Against Women Act (VAWA) and subsequent legislation; the U.S. Department of Justice Grants Financial Guide [DOJ Grants Financial Guide](#), including updates; and any conditions of the grantee's award. Grants and subgrants supported through the STOP Grant Program must meet one or more of the statutory purpose areas, which can be found at [34 U.S.C. § 10441\(b\)](#).

Renewal Application Budget

The budget for this continuation of STOP Grant activities must correspond to your currently approved annual budget amount. Goods and services must be proportionate to the grant-funded staff activities and must be direct project costs. Please draft your budget based on the allocation for the function areas – victim services, prosecution, and/or law enforcement – given by your grant manager. **Based on prior years of spending, some grantees may not be given the entire allocation.** OCVA has the discretion to negotiate any changes to the scope of work and budget. Round budget numbers to the nearest dollar.

Digital Signature

Recipients may use an electronic signature for award acceptance (instead of downloading and signing the award document with an ink pen). Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable. Please use one of the electronic signature processes or print and sign. A typed name only will not be accepted as an approved signature.

Determination of Suitability to Interact with Participating Minors Form

Determination of suitability is required, in advance, for individuals who may interact with participating minors. This [STOP Staff Certification Form](#) is to be completed for new staff. A search of required public sex offender and child abuse websites and criminal history registries and similar repositories of criminal history records must be completed at least every five years to determine suitability to interact with minors. Please resubmit a copy of the form with this application for staff previously verified.

Coordinated Community Response (CCR) Team Participation

A condition of receiving these funds is mandatory participation in the local Coordinated Community Response team meetings or tribal Coordinated Community Response team meetings, which must meet **at least** quarterly during the grant period. These meetings may be in person, virtual, or conference call. The intent is to collaborate on victim safety while addressing offender accountability. A note-taker should keep a record of who participated, date of meeting, and topics discussed.

Equal Employment Opportunity Program

Funding for the STOP Formula Grant Program is subject to the Equal Employment Opportunity Program requirements. If you have questions regarding the Equal Employment Opportunity Program requirements, please visit the DOJ Office for Civil Rights website at www.ojp.gov/about/ocr/eeop for more information.

EEOP Certification Form

Your grant document will include the Certification Form for Compliance with the Equal Employment Opportunity Program Requirements.

Direct Costs

Expenditures that can be traced to specific project costs must be included in salaries, benefits, subgrantees, consultant services and/or goods and services. This includes supervision and financial staff working on the STOP Grant. Costs incurred for common or joint objectives and therefore cannot be readily and specifically identified with a particular project or activity cannot be included as direct costs.

Match Required for Criminal Justice Agencies

There is a 25% match requirement for criminal justice agencies imposed on grant funds under this program.

Non-Supplanting of State and Local Funds

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that they have appropriated for the same purpose.

APPLICANT AGENCY INFORMATION

Agency Name or Tribe (Applicant/Organization):

Authorizing Official's Name:

Authorizing Official's Title:

Authorizing Official's Email:

Please list any individuals who have been delegated signature authority on behalf of the authorizing official to enter into grant agreements:

--

Project Contact Name:

Project Contact Email:

Project Contact Title:

Project Contact Phone:

Fiscal Contact Name:

Fiscal Contact Email:

Fiscal Contact Title:

Fiscal Contact Phone:

As the duly authorized representative of the applicant, I hereby acknowledge the applicant has received notice that if awarded funding the recipient, and any subrecipients, will comply with the requirements, as applicable, in this application. Applicants unable to comply will be prohibited from receiving these funds.

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

Signature of Authorized Official or Delegate

Date

SUBGRANTEE AGENCY INFORMATION

Attach additional pages if necessary.

Subgrantee Agency Name

Authorizing Official's Name

Authorizing Official's Title

Project Contact Name

Project Contact Email

Project Contact Title

Project Contact Phone

Fiscal Contact Name

Fiscal Contact Email

Fiscal Contact Title

Fiscal Contact Phone

Subgrantee Agency Name

Authorizing Official's Name

Authorizing Official's Title

Project Contact Name

Project Contact Email

Project Contact Title

Project Contact Phone

Fiscal Contact Name

Fiscal Contact Email

Fiscal Contact Title

Fiscal Contact Phone

Subgrantee Agency Name

Authorizing Official's Name

Authorizing Official's Title

Project Contact Name

Project Contact Email

Project Contact Title

Project Contact Phone

Fiscal Contact Name

Fiscal Contact Email

Fiscal Contact Title

Fiscal Contact Phone

Subgrantee Agency Name

Authorizing Official's Name

Authorizing Official's Title

Project Contact Name

Project Contact Email

Project Contact Title

Project Contact Phone

Fiscal Contact Name

Fiscal Contact Email

Fiscal Contact Title

Fiscal Contact Phone

PERSONNEL

Please draft your budget based on the allocation provided to you by your grant manager.

The STOP Staff Certification Form is to be completed for new staff charging to the STOP Grant. Also, please resubmit a copy of the form with this application for staff previously verified.

Salaries: List each staff name and position (or title), including supervision and financial staff, that will be billed to the STOP Grant. Show the annual salary rate and full-time equivalent (FTE) of position to be funded with this STOP Grant. **Staff listed in salaries must maintain time-keeping records that reflect actual effort.** If you have a Federally-Approved Indirect Cost Rate Agreement or use a Modified Total Direct Costs method, there is a separate budget worksheet for these.

PROJECT EMPLOYEE NAME & TITLE	FTE FOR POSITION		COMPUTATION OF ANNUAL SALARY RATE & FTE	AMOUNT TO BE CHARGED TO GRANT
	Direct Services	Administrative		
<i>Name, Advocate</i>	.20		$\$40,000 \times 20\%$	$\$8,000$
<i>Name, Supervisor</i>	.05	.05	$\$60,000 \times 10\%$	$\$6,000$
<i>Name, Bookkeeper</i>		.03	$\$50,000 \times 3\%$	$\$1,500$
TOTAL SALARIES				\$0

Benefits: Must be for the employee(s) named in salaries. Benefits should be based on actual known costs or an established formula.

PROJECT EMPLOYEE NAME & TITLE	ITEM AND COMPUTATION	AMOUNT TO BE CHARGED TO GRANT
TOTAL BENEFITS		\$0

Please use the space below to provide a narrative on the activities to be completed by the staff listed above:

SUBGRANTEES

Subgrantees: List agencies (other than the applicant) that will be recipients of these grant funds.

SUBGRANTEE NAME	ITEM OR ACTIVITY AND COMPUTATION	AMOUNT TO BE CHARGED TO GRANT
TOTAL SUBGRANTEE COSTS		\$0

CONSULTANTS

Consultants: List consultants needed to provide services for the applicant's agency. Contracts between the grantee and consultant must verify consultant payment will not exceed \$650.00 per day for an eight-hour day or cannot exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

CONSULTANT NAME	ITEM OR ACTIVITY AND COMPUTATION	AMOUNT TO BE CHARGED TO GRANT
TOTAL CONSULTANT COSTS		\$0

Please use the space below to provide a narrative on the activities to be completed by the consultants listed above:

--

GOODS AND SERVICES

Items included in the goods and services category must be readily and specifically identified with a particular project or activity. Costs incurred for common or joint objectives and therefore cannot be readily and specifically identified with a particular project or activity may not be charged as direct costs. *Please check with your accountant or auditor if you are unsure about a particular cost.*

☐ As the duly authorized representative of the applicant, I acknowledge my agency will be responsible for reimbursement to the Department of Commerce for paid costs that may later be determined as ineligible.

ITEM	COMPUTATION OF ITEM	AMOUNT TO BE CHARGED TO GRANT
Space	400 sq. ft. x \$12.00/sq. ft. x .33 FTE (Calculated by square foot of space utilized by staff listed in salaries multiplied by cost per sq/ft, multiplied by FTE percentage paid by this grant.)	\$1,584
TOTAL GOODS AND SERVICES		\$0

INDIRECT COSTS

Please select one option below. Costs incurred for common or joint objectives and therefore cannot be readily and specifically identified with a particular project or activity must be included in this section, as appropriate.

- ☐ We are not requesting reimbursement of indirect costs. Only direct costs will be charged to the grant.

Indirect Cost Rate Agreement or Proposal:

- ☐ We have a current federal-negotiated indirect cost rate agreement from our cognizant agency. A copy of our most recent approved rate agreement and/or certification is attached.
- ☐ We prepare and retain for audit an indirect cost rate proposal and related documentation to support those costs. A copy of our most recent indirect cost rate proposal is attached.

If you have checked either box above, please complete the table.

INDIRECT COST RATE	COMPUTATION	AMOUNT TO BE CHARGED TO GRANT
TOTAL INDIRECT		\$0

Modified Total Direct Costs (MTDC):

- ☐ We do not have a current federally-negotiated indirect cost rate agreement with our cognizant agency. We request as a condition of award to charge a flat *de minimis* indirect cost rate of up to 10% of modified total direct costs as defined in 2 CFR 200.68, "Modified Total Direct Cost (MTDC)". We understand that the *de minimis* rate will apply for the life of the award, including any future extensions for time, and that the rate cannot be changed even if we establish an approved rate with our cognizant agency at any point during the award period. **We have completed and attached the Modified Total Direct Costs Certification.**

MODIFIED TOTAL DIRECT COSTS (MTDC) CERTIFICATION

Any non-Federal entity that does not have a current negotiated indirect cost rate may elect to charge a de minimis rate of up to 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards. Costs must be consistently charged as either direct or indirect costs.

Instructions: For local government and Tribal grantees, please have your auditor or chief financial officer complete this certification. Nonprofit grantees may use their certified public accountant.

_____ is electing to use the de minimis indirect rate of up to 10% of MTDC.
Agency/Organization Name

Modified Total Direct Cost Base of Grant	
MTDC Base x 10%	

By signing below, you certify that _____ does not have a current Federally-approved indirect cost rate agreement or cost allocation plan and that the method used to determine the modified total direct cost base meets the requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Costs will be charged consistently between all Federal awards.

Print name and title of person attesting this MTDC calculation meets federal requirements

Organization or Agency of person named above

Signature of person named above

Date

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and sub-awards and subcontracts up to the first \$25,000 of each sub-award or subcontract (regardless of the period of performance of the sub-awards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award and subcontract in excess of \$25,000.

MATCHING OR COST SHARING REQUIREMENTS
(Criminal Justice Agencies Only)

Tribal Governments and Non-Profit Victim Service providers are exempt from the match requirement.

Matching or cost sharing means the portion of project costs not paid by federal funds.

The costs of activities counted as match must be directly related to the project goals and objectives. Matching funds are restricted to the same use of funds as allowed for the federal award. If it is not allowable under the federal award, it is **not allowable** as match. Grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. Please complete the table below if your agency is required to provide a match. **Your match requirement will be the amount provided to you by your grant manager, unless changes are made to your grant amount.** In that case, contact your OCVA Violence Against Women Grant Manager for further instruction.

MATCH DESCRIPTION	COMPUTATION OF ACTIVITY OR ITEM	MATCH TO BE REPORTED
TOTAL MATCH		\$0

TOTAL BUDGET SUMMARY

BUDGET CATEGORIES	TOTAL AMOUNTS
SALARIES	\$0
BENEFITS	\$0
SUBGRANTEES	\$0
CONSULTANT SERVICES	\$0
GOODS AND SERVICES	\$0
TOTAL DIRECT COSTS	\$0
INDIRECT OR MTDC	\$0
GRANT BUDGET	\$0
NON-FEDERAL MATCH	\$0

**U.S. DEPARTMENT OF JUSTICE
CERTIFIED STANDARD ASSURANCES
(All Applicants)**

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

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

5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
6. I assure that the Applicant will assist the Department as necessary (and will require sub recipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance—
 - a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
 - b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.
9. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

10. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self- Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
11. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

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

Applicant Agency Name

Name of Authorized Official or Delegate

Title of Authorized Official or Delegate

Signature of Authorized Official or Delegate

Date

**CERTIFICATION OF COMPLIANCE WITH THE STATUTORY ELIGIBILITY REQUIREMENTS
OF THE VIOLENCE AGAINST WOMEN ACT AS AMENDED, STOP FORMULA GRANT PROGRAM
(Local Government or Tribal Applicants Only)**

NOTE: *If the applicant is a community-based victim service provider with criminal justice agencies receiving STOP Grant funds through their grant, one of the criminal justice agencies must complete this form to be submitted by the victim service applicant.*

Applicants should refer to the laws cited below for further information regarding the certifications to which they are required to attest. Signature on this form certifies that the Applicant is qualified to receive the STOP Formula Grant Program funds and is in compliance with relevant requirements under 34 U.S.C §§ 10441, 10446 through 10451 and 28 C.F.R. Part 90. These certifications shall be treated as a material representation of fact upon which the Department will rely if it determines to award the covered transaction, grant, or cooperative agreement. Any federal funds received under this subchapter will be used to supplement, not supplant, nonfederal funds that would otherwise be available for activities funded under this chapter.

In addition, to be eligible for funding under the STOP Formula Grant Program, applicants must certify compliance with the requirements in 34 U.S.C. §§ 10449, 10450, and 10451 and implemented at 28 C.F.R. Part 90, as follows:

(1) Forensic Medical Examination Payment Requirement for Victims of Sexual Assault

(a) A state, Indian tribal government, or unit of local government shall not be entitled to funds under the STOP Formula Grant Program unless the state, Indian tribal government, unit of local government, or another governmental entity—

- (1) incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault; and
- (2) coordinates with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to the victims.

(b) A state, Indian tribal government, or unit of local government shall be deemed to incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault if any government entity:

- (1) provides such exams to victims free of charge to the victim; or
- (2) arranges for victims to obtain such exams free of charge to the victims.

(c) A state or Indian tribal government may use STOP Formula Grant Program funds to pay for forensic medical exams performed by trained examiners for victims of sexual assault, except that such funds may not be used to pay for forensic medical exams by any state or Indian tribal government that requires victims of sexual assault to seek reimbursement for such exams from their insurance carriers.

(d) (1) To be in compliance with this section, a state, Indian tribal government, or unit of local government shall comply with subsection (b) without regard to whether the victim participates in the criminal justice system or cooperates with law enforcement.

(2) Filing Costs For Criminal Charges and Protection Orders

A state, Indian tribal government, or unit of local government will not be entitled to funds under the STOP Formula Grant Program unless it certifies that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony sexual assault, domestic violence, dating violence, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal or service of a protection order, or a petition for a protection order, to protect a victim of sexual assault, domestic violence, dating violence, or stalking, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the State, tribal, or local jurisdiction.

(3) Judicial Notification

A State or unit of local government shall not be entitled to funds under the STOP Formula Grant Program unless the state or unit of local government— (a) certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of title 18, United States Code, and any applicable related federal, state, or local laws.

(4) Polygraph Testing Prohibition

(a) In order to be eligible for grants under the STOP Formula Grant Program, a state, Indian tribal government, territorial government, or unit of local government shall certify that, not later than January 5, 2009, their laws, policies, or practices will ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under federal, tribal, state, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.

(b) The refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense by a state, Indian tribal government, or unit of local government.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with above certifications.

Applicant Agency Name

Name of Authorized Official or Delegate

Title of Authorized Official or Delegate

Signature of Authorized Official or Delegate

Date

***NOTE:** If the applicant is a community-based victim service provider with criminal justice agencies in their grant, one of the criminal justice agencies must complete this form to be submitted by the victim service provider.*

Name of Criminal Justice Agency (if not Applicant)

Name of Authorized Criminal Justice Official

Title

Signature of Authorized Criminal Justice Official

Date

**ACKNOWLEDGEMENT OF NOTICE OF STATUTORY REQUIREMENT TO COMPLY WITH THE CONFIDENTIALITY
AND PRIVACY PROVISIONS OF THE VIOLENCE AGAINST WOMEN ACT, AS AMENDED
(Non-Profit Victim Services Providers Only)**

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicant for the STOP Grant acknowledges that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not --

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, or Tribal grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate --

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share --

- (l) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, Tribal or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may --

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, Tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, Tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or Tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the Applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Applicant Agency Name

Name of Authorized Official or Delegate

Title of Authorized Official or Delegate

Signature of Authorized Official or Delegate

Date

**REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH
OF PERSONALLY IDENTIFIABLE INFORMATION
(Non-Profit Victim Services Providers Only)**

Community-based victim service providers providing direct services to victims are required to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision can be found [here](#). Applicants unable to comply with the statutory eligibility requirements of confidentiality will be prohibited from receiving these funds. By signature on this form, the non-profit victim services applicant for the STOP Grant acknowledges that, if awarded funds, they will be required to comply with the following conditions, and will mandate that subgrantees, if any, comply as well.

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

The Applicant's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to the Authorized Representative identified on the Face Sheet of the Grant no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. Additionally, grantee must address how it will prevent such a breach from happening again.

Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to the Grantee no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. Subgrantees must address how they will prevent such a breach from happening again.

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

As the duly authorized person to legally bind the applicant to a grant, I hereby certify that the applicant will comply with the above requirements, if awarded a grant. I also acknowledge, as part of grant monitoring, OCVA staff may request a copy of grantee's breach procedures.

Applicant Agency Name

Name of Authorized Official or Delegate

Title of Authorized Official or Delegate

Signature of Authorized Official or Delegate

Date

STOP GRANT AWARD CONDITIONS
(All Applicants)

By signature on this form, applicant for the STOP Grant acknowledges that, if awarded funds, they will be required to comply with the following conditions, and will mandate that subgrantees, if any, comply as well.

1. Availability of general terms and conditions on the Office on Violence Against Women website

All Office on Violence Against Women award recipients, and subrecipients at any tier, must comply with the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions that may be in the grant document.

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

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

3. Violence Against Women Act non-discrimination provision

The applicant acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Recipients at any tier must comply with this provision. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award condition: VAWA 2013 nondiscrimination condition*), and are incorporated by reference here.

4. Notification of findings of discrimination or non-compliance

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

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

5. System for Award Management (SAM)

Applicants must be current with the System for Award Management prior to submitting an application. Applicants can access SAM at <https://www.sam.gov>. There is no cost to use SAM. Your account must be set to "Public View". The details are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers*), and are incorporated by reference here.

6. Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

As a condition of receiving STOP Grant funds, applicants, and recipients at any tier, must have a policy to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. As part of grant monitoring, OCVA staff may request a copy of this policy. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (*Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence*), and are incorporated by reference here.

7. Determination of suitability to interact with participating minors

The applicant, and subrecipients at any tier, must make determination of suitability before certain individuals may interact with participating minors. The details of this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors*), and are incorporated by reference here.

8. Requirements pertaining to prohibited conduct related to trafficking in persons

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

9. Restrictions on "lobbying" and policy development

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

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

10. Restrictions and certifications regarding non-disclosure agreements

No recipient or subrecipients under the STOP Grant award, or entity that receives a procurement contract or subcontract with any funds under the STOP Grant award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The details of this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award Condition: Restrictions and certifications regarding non-disclosure agreements and related matters*), and are incorporated by reference here.

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

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

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. The details of this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award Condition: Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)*), and are incorporated by reference here.

12. General Appropriations – Law restrictions on the use of federal funds

The recipient, and subrecipients at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award Condition: General appropriations-law restrictions on use of federal award funds*), and are incorporated by reference here.

13. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. The details of this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (*Award Condition: Copyrighted works*), and are incorporated by reference here.

14. Activities that compromise victim safety and recovery and undermine offender accountability

The Office on Violence Against Women does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions, such as the activities listed below.

- Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
- Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.
- Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
- Procedures or policies that fail to include conducting safety planning with victims.
- Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.
- Using technology without addressing implications for victim confidentiality, safety planning, and the need for informed consent.
- Partnering with individuals or organizations that support/promote practices that compromise victim safety and recovery or undermine offender accountability.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above conditions. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Applicant Agency Name

Name of Authorized Official or Delegate

Title of Authorized Official or Delegate

Signature of Authorized Official or Delegate

Date

**ONLINE CIVIL RIGHTS TRAINING
(All Applicants)**

The Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice offers an online training to recipients of Office on Violence Against Women funding to assist them in meeting their federal civil rights obligations. The online training, which consists of six segments and self-tests, provides an overview of applicable nondiscrimination laws and the general civil rights obligations that are tied to grants awarded by the Justice Department. The training needs to be completed every other year. Our records indicate it is time for STOP Formula Grant recipients to retake the training.

Applicants and other recipients receiving these funds in the renewal application must complete the Office of Justice Programs, Office for Civil Rights – Training for Grantees located at: <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

There are six modules to the online training; one is optional (see below). You do not need to complete all modules at one time; however, the online training must be finished prior to submitting your application to OCVA. You will not receive a certificate of completion from the online training.

Provide the name of the employee who completed the training and the date the training was completed.

Office for Civil Rights — Training for Grantees https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm		DATE COMPLETED
1.	Overview of the Office for Civil Rights and Laws Enforced	
2.	Service to LEP Persons	
3.	State Administering Agencies (optional)	
4.	Faith-Based Organizations	
5.	American Indians	
6.	Standard Assurances	

Printed name of employee who completed the training

CONSULTATION WITH VICTIM SERVICES PROVIDERS
(Criminal Justice Applicants Only)

Criminal justice applicants are required to consult with their local sexual assault and domestic violence victim service providers on their application activities. Criminal justice applicants should consult with their Community Sexual Assault Program (CSAP) and the Department of Social and Health Services (DSHS) Shelter Funded Domestic Violence Agency. Tribal criminal justice agencies should consult with their Tribal Victim Services Program. This requirement is to ensure that proposed activities by criminal justice agencies are designed to promote the safety and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

As verification of this requirement, criminal justice agencies must discuss their STOP Grant activities with the appropriate victim services agencies and ask the authorized official to sign this form. In counties where the CSAP is separate from the DSHS shelter-funded domestic violence agency, the applicant can print two copies of this form to enable both Executive Directors to respond and sign.

Note for Victim Services Providers

Please answer and sign below and then return this page to the criminal justice applicant to be included in their renewal application to OCVA.

1. Do you agree that the proposed criminal justice activities promote the safety and economic independence of domestic violence, sexual assault, dating violence or stalking victims (age 11 and older) in your jurisdiction?

☐ Yes

☐ No

Community Sexual Assault Program Name _____

Signature of CSAP Authorized Official

DSHS Shelter Funded Domestic Violence Agency Name _____

Signature of DSHS Shelter Authorized Official

Tribal Victim Services Program Name _____

Signature of Tribal Victim Services Program Authorized Official

Note to Victim Services Providers: If you answered "no" to the above question, please provide details regarding the process and steps necessary to address concerns with the application.

**COORDINATED COMMUNITY RESPONSE TEAM PARTICIPATION
(All Applicants)**

Only one completed form needs to be submitted for your CCR team. Decide which agency will respond on behalf of all STOP Grant applicants in your county. The designated agency must submit this completed CCR form with their application. A copy of the submitted form should be provided to the other STOP Grant applicants in your county for their files. Please attach additional pages if more space is needed.

Agency to submit completed form in their application: _____

County: _____

Date Completed: _____

A condition of receiving these STOP Formula Grant funds is **mandatory participation** in the CCR meetings and **meaningful involvement** as a member of the county or tribal CCR team, which must meet at least quarterly during the grant period.

While it is a federal requirement that recipients report on their progress in **reducing, or reducing the risk of, domestic violence related homicides**, CCR teams should also consider and address services for youth or adult victims of domestic violence, sexual assault, dating violence, or stalking. Some goal examples could include:

- Map system responses to identify barriers, gaps, and intervention points
- Reviewing and revising policies, practices, and protocols
- Conduct coordinated case reviews and case management
- Share, review and discuss data (consider: What does it reveal? Where are the gaps? What will be done?)
- Implement risk or lethality assessments throughout the community system – could include victim services, police calls for service, prosecution referrals
- Review and implement promising practices
- Conduct high-risk offender reviews and identify how to maximize their victims safety

Goals should be specific, measurable, attainable, relevant, and time-based.

During the grant period, CCR teams will be required to report on their activities. Please keep notes and names of participants from your CCR meetings.

Please complete the table below			
What is your CCR Team's Goal for 2022?	What issue will this address?	What steps will you take to meet goal?	How will you measure or show success?

RENEWAL APPLICATION CHECKLIST

This checklist is to assist you in the completion of all application documents. Please include it with the submission of your application.

RENEWAL APPLICATION DOCUMENTS	COMPLETED
Applicant Agency Information Page (All Applicants)	☐
Budget, as relevant: (All Applicants) • Personnel ○ Salaries ○ Benefits • Subgrantees • Consultants • Goods and Services (be sure to complete checkbox at top of page) • Indirect Costs and any applicable documentation: ○ Approved rate agreement or certification, or ○ Indirect cost rate proposal, or ○ MTDC Certification form • Match or Cost Sharing Requirements and Total Budget Summary	☐
Attachment A: DOJ Certified Standard Assurances (All Applicants)	☐
Attachment B: Statutory Eligibility Requirements (Local Government or Tribal Applicants Only)	☐
Attachment C: Confidentiality & Privacy Provisions (Non-Profit VS Providers Only)	☐
Attachment D: Report Breach & PII (Non-Profit Victim Services Providers Only)	☐
Attachment E: STOP Award Conditions (All Applicants)	☐
Attachment F: Civil Rights Training (All Applicants)	☐
Attachment G: Consultation with Victim Services (Criminal Justice Applicants Only)	☐
Attachment H: CCR Team Participation (One per Team/County)	☐

**SUBMISSION OF WA STATE STOP FORMULA GRANT PROGRAM
RENEWAL APPLICATION FOR FFY 2021**

**Due to OCVA on or before
Wednesday; October 20, 2021**

Return applications electronically to your OCVA Violence Against Women Program Coordinator below.

Ashley-Nicole Storey
Ashley.Wancha@commerce.wa.gov

Cowlitz, Grays Harbor, Island, Jefferson, Kitsap, Klickitat,
Mason, Okanogan, San Juan, Skamania, Wahkiakum

Cheryl Rasch
Cheryl.Rasch@commerce.wa.gov

Adams, Clallam, Clark, Ferry, Grant, King, Lewis, Lincoln,
Pend Oreille, Pierce, Stevens, Whatcom

Jodi Honeysett
Jodine.Honeysett@commerce.wa.gov

Asotin, Benton, Chelan, Columbia, Douglas, Franklin, Garfield, Kittitas, Pacific,
Skagit, Snohomish, Spokane, Thurston, Walla Walla, Whitman, Yakima

OCVA will confirm receipt of your renewal application to the Project Contact's Email provided on the Applicant Agency Information page in this application.

Applications will be reviewed as received and grants will be developed after approval of all required components of the application. No application will be accepted after October 20, 2021 without prior written approval from Jodine Honeysett, Section Manager, Violence Against Women Program, OCVA. Applications accepted after the due date of October 20, could have a grant start date later than January 1, 2022. This would result in a grant period less than 12 months.

Completed renewal applications received in OCVA by the deadline of October 20, 2021, will be issued a grant with a start date of January 1, 2022 and an end date of December 31, 2022, pending availability of appropriated funds.

NEW GRANT ROUNTING PROCESS

DocuSign for Grants

The Department now uses DocuSign to obtain grant signatures. When ready, your STOP Grant will be sent to you for review and signature using this automated digital system.

We anticipate sending grant documents the week of November 22, 2021.

Materials submitted to OCVA may be released pursuant to a request under the Washington State Public Records Act.



AGENDA ITEM SUMMARY

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

4
10/4/21

Department: Health & Human Services

WORK SESSION ☒ Meeting Date: October 4, 2021

REGULAR AGENDA ☒ Meeting Date: October 12, 2021

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-KPHD-TOB | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This contract is between Clallam County HHS and Kitsap County for the provision for Youth Marijuana Prevention and Education Program and the Commercial Tobacco Prevention Program. The period of performance is from July 1, 2021 to Dec. 31, 2021. This is a continuation of Youth Marijuana program tasks we have been contracting with since 2018. Maximum consideration for Youth Marijuana is \$21,122.00.

This is a continuation of Commercial Tobacco Prevention Program prevention and cessation tasks we have been contracting with since 2018. Funding sources for this grant are Tobacco & Vapor Product, Prevention funds. Maximum consideration for CTPP is \$6,259.00.

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 board meeting for final signatures.

County Official signature & print name:  KEVIN L. PICCOLLO

Name of Employee/Stakeholder attending meeting: Christine Dunn

Relevant Departments: Health & Human Services

Date submitted: September 29, 2021

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

Youth Marijuana Prevention & Education Program

I began working under this contract in October of 2018.

Olympic YMPEP Goal: To embolden youth not to use marijuana and other substances by ensuring that policies protect youth, by strengthening community bonds around youth, and by creating environments that make it the easy choice not to use substances.

3/1/2019 – 6/30/2019 I worked with local youth from Sequim and Joyce to put together a video documenting what they choose to do instead of using marijuana. This video was played before each movie that was shown at the Deer Park Cinema for a total of four months.

4/17/2019 I worked with Washington State Department of Health to have the ability to tailor a “You Can, Marijuana Can’t” image into a billboard for a four month period. This billboard depicted a young person at graduation.

4/30/2019 CCHHS/YMPEP hosted the trainer “Tall Cop Says Stop”. This presentation is from a former law enforcement officer and covers such topics as; Drug Concealment & Paraphernalia, Stash Compartments, Drug & Alcohol Clothing, E Cigarettes/Vape Pens, New Marijuana Products, Marijuana Wax & Oils, Opioid Trends, Synthetic Drugs and Concentrates & Inhalants.

8/15/19 CCHHS/YMPEP hosted Dr. Esther Chung to present “ Legal Does Not Mean Safe: What Every Clinician Should Know”. Dr. Chung from the University of Washington, discussed such topics as; The known harmful effects of marijuana on health, described the potential for adverse neurodevelopmental outcomes on fetuses and newborns exposed to marijuana and considerations for hospital policies related to marijuana use in pregnancy.

8/2019The Olympic Region YMPEP (Kitsap, Clallam & Jefferson) completed a Community Readiness Assessment. The data from this assessment is being used to help guide future activities. The Olympic Region YMPEP also completed a follow-up mini-assessment in April of 2021.

2019-2020 Established a relationship with local retailers. The main goal was to offer any requested educational materials that the retailer or their customers may want. Emphasis was placed on discussing locking up their marijuana with customers. CCHHS/YMPEP purchased lock

boxes specific to marijuana and made them available for a short period of time. Discussed how the retailer could maintain this moving forward. (This was stopped due to COVID-19 restrictions. Possible to move forward again as things open up).

2019-2021 The Olympic Region YMPEP worked on the potential for local policy, systems and environmental changes (PSE's). The initial work was to determine what was already in place at the State and Local levels as well as research what other states had done. Each county in the Olympic Region gathered together a small workgroup to review the information gathered and to determine if there was a PSE that could be implemented within the county. It was decided that we could reach out to local Driver's Education Schools and offer additional materials around marijuana and driving. After several attempts were made and no response, I reached out to the Washington State Department of Licensing to ask what the current curriculum consisted of in relations to substances. My contact at DOL was on board for adding supplemental materials on substance use and its effects on driving ability statewide. I then reached out to prevention partners across the state to assess their willingness to work on this project and add materials related to substances other than marijuana. This project is still being worked on.

7/2020 – Current The Olympic Region YMPEP has participated in a statewide group where the focus was youth marijuana prevention and education and advocacy with legislators at the state level. "Prevention Voices" was created to help educate law-makers and decision-makers on marijuana and its effects on youth as it pertains to potential new legislation. Additionally, we will be working with youth this year to help them speak with decision-makers and legislators. We feel it is important to give them a voice to speak to what is important to them. The topics of substance use prevention and mental health will be discussed, but ultimately the youth will decide what is most important to them.

These are just some of the main projects that have been worked on in Clallam County and the Olympic Region. All of the work that we do is in keeping with the expectations laid out by WA DOH.

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
CLALLAM COUNTY HEALTH & HUMAN SERVICES

This Professional Services Agreement ("Agreement") is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as "District," and Clallam County Health & Human Services, hereinafter referred to as "Subrecipient." The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin July 1, 2021 and be completed no later than December 31, 2021, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Clallam County.
3. **Qualifications/Eligibility:** Subrecipient shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subrecipient hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subrecipient shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A and ATTACHMENT B**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget concerning commercial tobacco and vaping prevention activities. **ATTACHMENT B** contains the Scope of Work and Budget for marijuana prevention activities.
5. **Compensation:** This Agreement is funded by state funds. The District agrees to pay Subrecipient a total sum of \$27,381 in state funds during the Agreement. The District shall reimburse Subrecipient for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subrecipient itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A and B**.

Subrecipient shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT C**, to the District for payment.

6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subrecipient, and determine the acceptability of any reports provided by Subrecipient. District staff shall provide and facilitate assistance and guidance to Subrecipient as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subrecipient shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2275
Yolanda.Fong@kitsappublichealth.org

If to the Subrecipient:

Clallam County HHS
Attn: Kevin LoPiccolo
111 E. 3rd Street
Port Angeles, WA 98362
(360) 417-2523
klopiccolo@co.clallam.wa.us

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District
Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20th of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20th of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subrecipient all allowable costs incurred as evidenced by proper invoice of Subrecipient submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subrecipient contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

For information in determining allowable costs, indirect rates and pass through agency requirements, such as fiscal monitoring of Subrecipients, please reference the document titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" (2 Code of Federal Regulation CFR 200).

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.
Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subrecipient and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subrecipient and shall not be considered to be employees or agents of the District for any purpose.
9. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subrecipient shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subrecipient waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
11. **Insurance:** Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

No Limitation. Subrecipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Subrecipient to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Subrecipient shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under Subrecipient's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subrecipient's profession. Subrecipient shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subrecipient shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Subrecipient's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of Subrecipient's insurance and shall not contribute with it.
2. Subrecipient's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Subrecipient shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Subrecipient before commencement of the work.

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subrecipient agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subrecipient through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Subrecipient shall certify the return or destruction of all personal information upon expiration of the Agreement.

13. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subrecipient and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:
- Job Descriptions
 - Confidentiality Policy
 - Community Needs Assessment
 - 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subrecipient must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).

- b. Subrecipient must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subrecipient will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subrecipient agreements. Subrecipient will include these requirements in all approved subcontracts.

15. **Required Reports:** Subrecipient will submit required reports using required forms according to procedures issued by the District.

Subrecipient will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subrecipient will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subrecipient may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
17. **Compliance with State and Federal Confidentiality Laws:** Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT D**.
18. **Certification Regarding Suspension and Debarment:** Subrecipient, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT E**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
19. **Federal Funding Restrictions and Limitations:** Please see **ATTACHMENTS A and B** for restrictions and limitations.
20. **Suspension of Performance and Resumption of Performance:** In the event contract 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, the District may give notice to Subrecipient to suspend performance as an alternative to termination. The District may elect to give written notice to Subrecipient to suspend performance when the District determines that there is a reasonable

likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subrecipient's representative. Subrecipient shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may

inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subrecipient written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subrecipient will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subrecipient gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subrecipient gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

21. **Non-Discrimination:** Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
22. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
23. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
24. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subrecipient in the performance for any work required under this Agreement, Subrecipient will make all necessary corrections without additional compensation. All work submitted by Subrecipient will be certified by Subrecipient and checked by Subrecipient for errors and omissions. Subrecipient will continue to be responsible for the accuracy of work even after the work is accepted by the District.

25. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
26. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

27. **Termination for Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
28. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
29. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
30. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
31. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, Waiver, Records Inspection and Retention, and Severability.
32. **Subcontracting:** Subrecipient shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subrecipient to the Department for any breach in the performance of Subrecipient's duties. This clause does not include contracts of employment between Subrecipient and personnel assigned to work under this Agreement.

Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subrecipient, and Subrecipient shall take immediate steps to terminate its Subrecipient's involvement in the work. The rejection or approval

by the District of any Subrecipient or the termination of a Subrecipient shall not relieve Subrecipient of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

By: 
Keith Grellner, Administrator

Date: 7/7/2021

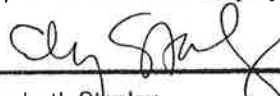
CLALLAM COUNTY
BOARD OF COMMISSIONERS

By: _____
Mark Ozias, Chair

Date: _____

Funding Source
Program: CH Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749)

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM
Scope of Work and Budget
Clallam Health and Human Services, Public Health Services
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following activities for Commercial Tobacco Prevention funded in full or part by the associated budget.

<i>Activity</i>	
Planning	Participate in statewide commercial tobacco prevention coalition meetings as established.
Implementation	<i>2021-2022 DOH Regional Requirements:</i> 1. In collaboration with priority population contractors, engage and educate internal and external decision makers, stakeholders, and community leaders about: a. The value of local control in preventing initiation and continued use of commercial tobacco products that lead to tobacco-related health issues and health disparities. b. The value of a comprehensive tobacco prevention program to prevent the initiation of commercial tobacco product use among youth and young adults. c. Evidence-based and promising policy options to address the appeal of commercial tobacco products to youth and young adults, including the impact of commercial tobacco product flavors (including menthol) on youth initiation and use. 2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing interventions. 3. Plan and conduct a minimum of one meeting with the prevention-intervention lead at your region's Educational Service District to establish a connection, build relationships, and share resources. 4. Promote the Washington State Quitline and self-help options for TUDT (Tobacco Use, Dependence, Treatment), including 2Morrow Health app (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. 5. In collaboration with CTPP, incorporate 2022-2022 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency communications, and report efforts in a template provided by the CTPP as part of the monthly reporting requirement. 6. Disseminate TUDT resources provided by CTPP and/or developed locally to community-based organizations, centers, and networks supporting disparately affected communities that address emerging tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed, & equity-based. 7. Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies; technical

	assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses; and to technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies. 8. Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation. Specific Clallam County activities are described in the 2021-2022 CTPP workplan. Workplans are subject to change. Any changes will be approved by both parties.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Midterm Evaluation	By February 1, 2022 report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan reevaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$3,000.00	Prevention Specialist & Supervisor
Benefits	\$1,300.00	
Indirect	\$1,020.00	34% of Salaries
Goods & Services	\$500.00	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Mileage	\$250.00	Mileage for Meetings
Travel/Training	\$189.00	Training Expenses For Staff
Total Clallam	\$6,259.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21-12/31/21
Youth Tobacco Prevention (YTVPP)			\$6,259
Total to Clallam			\$6,259

Subrecipient DUNS Number: 07-573-9235

Subrecipient Indirect Rate: 34% of salary

Research and Development: No

Federal Funding Accountability and Transparency Act (FFATA): The Statement of Work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and to be eligible to perform the activities in this statement of work, the Local Health Jurisdiction (LHJ) must have a Data Universal Numbering System (DUNS) number. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Federal Funding Restrictions and Limitations:

- Recipient may not use federal funds for lobbying.
- Recipient may not use funds for research.
- Recipient may not use funds for clinical care.
- Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- Recipient are the direct and primary recipients in a cooperative agreement program and must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Recipient may not be reimbursed for pre-award costs.

- i. Recipient may only use funds for evidence-based tobacco control interventions, strategies, and activities.
- j. Recipient may not use funds to provide direct cessation services or other direct services other than those through evidence-based quit line services.
- k. Recipient may not use funds to purchase nicotine replacement therapy or other products used for cessation.
- l. Recipient may not use funds to purchase K-12 school curricula.
- m. Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION
Scope of Work and Budget
Clallam Health and Human Services, Public Health Services
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington State funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following Youth Marijuana Prevention activities funded in full or part by the associated budget.

<i>Activity</i>	
Planning	Participate in Regional Network, hold a position on the Strategic Planning Team. As a member of the Strategic Planning Team, help to: 1. Update the 2022-2023 Olympic Region YMPEP Needs Assessment, including the Community Readiness Assessment. 2. Update the 2022-2023 Olympic Region YMPEP Strategic Plan, per DOH guidance.
Education	Participate in a minimum of one skill enhancement opportunity per month.
Implementation	1. <i>2021-2022 DOH Approved Regional Strategies:</i> • PSE Priority 1: Local Laws & Ordinances • PSE Priority 2: Community Norms • PSE Priority 3: Retailer Consumer Education • PSE Priority 4: Health Care Policy & Procedures 2. Specific Clallam County activities are described in the 2021-2022 YMPEP workplan. Work plans are subject to change. Any changes will be approved by both parties. 3. Participate in statewide collaboration on the strategies listed above. More detail for how to participate is listed within work plan.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Calls/Meetings	Participate in monthly check-in call with regional lead. Attend and participate in Regional Network and Planning Team meetings; review correspondences related to YMPEP; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work. Attend at least one statewide All-Providers Meeting or Practice Collaborative Meeting.
Mid-Year Evaluation	By February 1, 2022 report progress to YMPEP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a work plan reevaluation.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$10,750	Prevention Specialist & Supervisor
Benefits	\$4,250	
Indirect	\$3,900	34% of Salaries
Goods & Services	\$1,722	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Training/Travel	\$500	Mileage for Meetings and Training Expenses For Staff
Total Clallam	\$21,122	

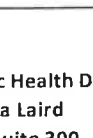
Funding Source

Chart of Accounts ProgramName or Title	CFDA#	BARS Code	7/1/21-12/31/21
SFY22 Marijuana Tobacco Edu	n/a	334.04.93	\$21,122

Community Resources: Subrecipient shall make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and be available for review upon request by District staff.

Funding Restrictions and Limitations:

- a. Recipient may not use funds for research.
- b. Recipient may not use funds for clinical care.
- c. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- d. Recipient may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by the District.
- e. Recipient may not use funding for construction.
- f. Recipient must comply with District guidance on food, incentives and use of District or DOH logo outlined in YMPEP Regional Implementation Guide and should not exceed federal per diem rates.
- g. Reimbursement of pre-award costs is not allowed.

FORM A 19-1A (Rev. 1/91)		STATE OF WASHINGTON INVOICE VOUCHER	EXHIBIT C Page A-11						
AGENCY NAME Kitsap Public Health District Attn: Melissa Laird 345 6th St, Suite 300 Bremerton, WA 98337-1866			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">AGENCY NO.</th> <th style="width: 33%;">LOCATION CODE</th> <th style="width: 33%;">P.R. OR AUTH NO.</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> </table> INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item. VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age. BY _____ _____ (DATE)	AGENCY NO.	LOCATION CODE	P.R. OR AUTH NO.			
AGENCY NO.	LOCATION CODE	P.R. OR AUTH NO.							
VENDOR OR CLAIMANT (Warrant is to be payable to) 									
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.			RECEIVED BY						
DATE			DATE RECEIVED						
DESCRIPTION			FOR AGENCY USE						
QUANTITY			UNIT PRICE						
UNIT			AMOUNT						
Services provided in performance of contract									
Billing period: to									
Total Tobacco Expenses									
YMPEP Expenses									
TOTAL DUE:			\$ -						
PREPARED BY		TELEPHONE NUMBER	DATE						
DOC. DATE		CURRENT DOC. NO.	REF. DOC. NO.						
PMT DUE DATE		VENDOR NUMBER	VENDOR MESSAGE USE TAX						
UBI NUMBER		INVOICE NUMBER							
REF	DOC	SUF	M						
TRANS	O	FUND	MASTER INDEX						
CODE	D	INDEX	APPN						
			PROGRAM						
			SUB						
			SUB						
			ORG						
			WKCLAS						
			COUNT						
			CITY						
			BDGT						
			UNIT						
			MOS						
			PRJT						
			SUB						
			PROJ						
			PHAS						
			AMOUNT						
ACCOUNTING APPROVAL FOR PAYMENT			WARRANT TOTAL						
DATE			WARRANT NO.						

ATTACHMENT D HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Clallam County Health & Human Services (“Business Associate”).

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the “HIPAA Rules”).

The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered entity by the Business Associate.

Section II. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Health Information, and Use.

Specific Definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement shall mean Clallam County Health & Human Services.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.

3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

Business Associate agrees to promptly notify covered entity following the discovery of a Breach of unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:

- a) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Section V. Termination

1. Term. The Agreement shall terminate on June 30, 2022 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

4. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

1. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
 3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

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

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

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

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

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

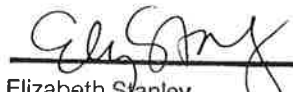
**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Attachment E

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 - 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681 -1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501 -1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

SEP 08 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 9/8/21 ✓ Budget Hearing/Meeting Date: 10/26/21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33393.75.0000 ✓	DOH Tobacco Federal	6,259
11301.511 ✓	HHS Operations ✓	33404.93.0070 ✓	DOH Marijuana Prevention	21,122
Total				27,381 ✓

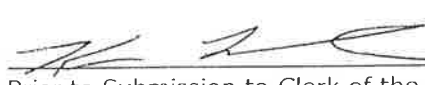
EXPENDITURES

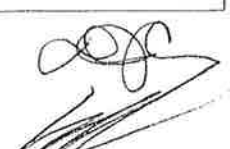
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.31.0020 ✓	Operating Supplies	2,222
11301.511 ✓	HHS Operations ✓	56210.43.0010 ✓	Travel Business	939
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	24,220
Total				27,381 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is being received from Kitsap County to provide tobacco and marijuana prevention activities. These are state and federal funding allocations that are being passed down from the Department of Health, through Kitsap County.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



133

5
10/4/21



AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** October 4, 2021

REGULAR AGENDA ☒ **Meeting Date:** October 12, 2021

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

Item summary:

- | | | |
|--|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU | ☒ Contract # 11331-21-LTP |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached DSHS Long Term Payable Agreement renews "advance" funds from the State to make payments to local providers for Developmental Disabilities Services without spending down local funds prior to reimbursement. This Agreement is from July 1, 2021 - June 30, 2022.

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

No budgetary impact.

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

Please approve and sign.

County Official signature & print name: KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo & Kelley Lawrence

Relevant Departments: Health & Human Services

Date submitted: September 28, 2021

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

11331-21-LTP

		COUNTY PROGRAM AGREEMENT Working Advance Long-Term Payable		DSHS Agreement Number 2163-23528
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE	
Facilities, Finance and Analytics Administration	Financial Services	1215	8030CS-63	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS		
Rebecca Doane Office Chief		PO Box 45842 Olympia WA 98504-5842		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL		
(360)763-2977	Click here to enter text.	rebecca.doane@dshs.wa.gov		
COUNTY NAME	COUNTY ADDRESS			
Clallam County	111 East 3rd Street Port Angeles WA 98362			
COUNTY CONTACT NAME				
Kevin LoPiccolo				
COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL		
(360) 417-2523		Click here to enter text. <i>KLoPiccolo@Co.Clallam, WA, US</i>		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?		CFDA NUMBERS		
No				
PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT		
07/01/2021	06/30/2022	Based on Annual Review		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.				
COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED	
DSHS SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED	
	Kerra Lynch, Contract Manager DSHS Central Contracts and Legal Services			

Approved as to form only by:


 Elizabeth Stanley
 Civil Deputy Prosecuting Attorney
 Clallam County

SPECIAL TERMS AND CONDITIONS

1. Definitions

- a. "Commingle" is the act of mixing the funds and/or Long-Term Payables for one program with the funds of another program.
- b. "Documentation of Funds form" (DOF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Long-Term Payable or appropriate adjustments.
- c. "Long-Term Payable" means funds provided by DSHS to the County in anticipation of specific client services provided by the County. The County shall not be allowed to retain any overage of the Long-Term Payable funds if the County does not actually provide the anticipated services during the given timeframe. Long-Term Payable funds are to be reconciled by April 30 of each year and any funds not fully utilized shall be refunded to DSHS by **May 31** of each year.

2. Purpose

- a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Long-Term Payable it provides to the County.
- b. Funds to support contracts for the following DSHS programs may be included in a Long-Term Payable: Developmental Disabilities Administration (DDA) and/or Aging and Long-Term Support Administration (AL TSA).

3. Statement of Work

a. County Responsibilities

- (1) The County shall submit to DSHS, on forms provided by DSHS and by a date determined by DSHS, a completed Documentation of Funds form (DOF) from which DSHS shall assess whether or not an adjustment to the amount of the Long-Term Payable provided to the County is warranted.
- (2) The County shall exclude all amounts related to its Prepaid Inpatient Health Plan expenditures from its DOF.
- (3) The County shall repay to DSHS all of the Long-Term Payable funds received from DSHS that exceed the amount that DSHS determines is warranted. Repayment requirements shall be based upon DSHS assessment of the most recent annual DOF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DOF process, shall be refunded to DSHS by **May 31** of each year.
- (4) The County shall only utilize Long-Term Payable funds for the DSHS program or service for which the funds were originally designated. Long-Term Payable funds may not be commingled between or among programs or services.
- (5) Any interest the County earns on the Long-Term Payable funds shall only be utilized for the DSHS programs or services for which the funds were originally designated. Long-Term Payable interest shall not be used for programs or services unrelated to the client services anticipated by this Agreement.
- (6) The County shall record the Long-Term Payables in its financial records.

SPECIAL TERMS AND CONDITIONS

b. DSHS Responsibilities

- (1) DSHS shall assess the DOF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Long-Term Payable provided to the County is warranted.
- (2) Adjustment may include DSHS request for repayment by County of any Long-Term Payable amounts previously paid to County that are in excess of the amount currently warranted.

4. Termination

In the event that this Agreement, or a program contract listed in 2.b. above, is terminated prior to completion, DSHS shall take all available steps to recover any Long-Term Payable determined to be an overpayment and the County shall fully cooperate during the recovery process.



AGENDA ITEM SUMMARY

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

6
10/4/21

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: **10/4/21**

REGULAR AGENDA ☒ Meeting Date: **10/14/2021**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.21.007 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renew Interlocal Agreement between San Juan County and Clallam County Juvenile & Family Services for detention holds and services.

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

Resulting revenue has been included in the budget.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Jody Jacobsen / Gildy Hanson

Relevant Departments: _____

Date submitted: 09/29/2021

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

INTERLOCAL AGREEMENT FOR USE OF CLALLAM COUNTY JUVENILE CORRECTION FACILITIES

THIS AGREEMENT is made and entered into by and between the COUNTY OF CLALLAM, a political subdivision of the State of Washington (hereinafter "CLALLAM"), and the COUNTY OF SAN JUAN, a political subdivision of the State of Washington (hereinafter "SAN JUAN") pursuant to the provisions of RCW 39.34, Washington's Interlocal Cooperation Act.

1. Purpose: The purpose of this agreement is to memorialize the terms and conditions under which CLALLAM will provide juvenile offender confinement services to SAN JUAN.
2. Definition of Juvenile Offenders from SAN JUAN: The phrase "Juvenile Offender from SAN JUAN" as used in this Agreement shall mean a child under the age of eighteen (18) and over the age of twelve (12) arrested by law enforcement on behalf of SAN JUAN, and held and confined in the Juvenile Corrections Facility pursuant to the violation of a State or Federal law which designates the crime for the person is held to be a misdemeanor, gross misdemeanor, or felony.
3. The Availability of Juvenile Detention Facilities: CLALLAM agrees to furnish its facilities and personnel for the confinement of juvenile offenders from SAN JUAN in the same manner and to the same extent as CLALLAM furnishes said services for the confinement of its own juveniles. CLALLAM Juvenile Correction Facilities shall be made available and furnished for juvenile offenders from SAN JUAN held upon arrest, awaiting trial, and serving imposed detention terms. When detention is at maximum capacity, housing of juvenile offenders from SAN JUAN shall be at the discretion of the Director of Juvenile Services for CLALLAM or a designee.
4. Juvenile Detention Daily Fee: SAN JUAN agrees to pay CLALLAM a daily fee for the housing of juveniles while in detention at a rate of \$130.00 per day per juvenile. The day shall begin at time of admission and be calculated on 24 hour intervals until final discharge. There shall be no pro-rating for partial days.
5. Medical/Mental Health/Substance Use Disorder and/or Other Health Care Expenses: During the time and while a person is a juvenile offender from SAN JUAN, SAN JUAN shall be responsible for all necessary medical, dental, mental health, substance use disorder and or other health related expenses incurred by or on behalf of the juvenile offender. SAN JUAN agrees to pay CLALLAM a flat rate of \$100.00 per day per juvenile for additional court-ordered mental health and substance use disorder services. If, in the judgment of the Director or a designee, needed health care cannot be provided except outside of the Clallam County Juvenile Corrections Facility, then costs and charges associated with said outside health care shall be borne by SAN JUAN including all additional costs associated with guarding the juvenile offender outside of the CLALLAM Juvenile Corrections Facility. SAN JUAN authorizes the Director or a designee to solicit such health care for the juvenile offender. If such services are necessary before admission to the Juvenile Corrections Facility can occur, then SAN JUAN agrees to transport said juvenile offender for the receipt of such care.
6. Method and Time of Payment of Fee: Amounts due under the terms of this Agreement shall be due and payable within thirty (30) days for and after receipt of an itemized invoice. CLALLAM agrees to bill monthly for all sums.
7. Financing: SAN JUAN agrees to maintain a budget sufficient to cover any and all expenditures required under this agreement. SAN JUAN further agrees to provide CLALLAM with thirty (30) days advance written notice in the event that funding for this agreement becomes unavailable.

8. Transportation: SAN JUAN shall be responsible for transportation of all its juvenile offenders to the Juvenile Corrections Facility for initial intake, to and from appointments as necessary, and upon final release. Transportation of juvenile detainees to and from the William Fairchild International Airport shall be provided by CLALLAM. Transportation shall be provided in the same manner as would be for a detainee under the jurisdiction of CLALLAM County Juvenile Department.
9. Copy of Arrest Warrant or Citation: SAN JUAN law enforcement officers placing criminally charged juveniles in the Juvenile Corrections Facility shall, in every instance, furnish an arrest warrant or a copy of the citation to the Corrections Officer on duty at the time.
10. Transfer of Custody: SAN JUAN law enforcement officers placing arrested juveniles in shall be required to remain in the immediate presence of the juvenile offender and shall be considered to have such person in their sole custody until the Corrections Officer receives the completed authorization for confinement form from the SAN JUAN officer and audibly states that the juvenile is secured and at such time, and only then, will CLALLAM come into custody of the juvenile; provided provision for emergency situations shall be established by uniform CLALLAM administrative regulations.

When custody of a juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the Juvenile Corrections Facility, including any emergency security rules imposed by the Director or a designee. Any SAN JUAN law enforcement officer delivering a juvenile offender to the Juvenile Corrections Facility shall comply with all rules and regulations of CLALLAM.

When a juvenile offender from SAN JUAN is released to SAN JUAN law enforcement personnel pursuant to paragraphs 14(a), (b), (c), or (e), or is released to SAN JUAN law enforcement for any other reason, custody of said juvenile offender shall revert to SAN JUAN until such time as the juvenile is returned to the Juvenile Corrections Facility and a Corrections Officer audibly states that the juvenile offender is again in CLALLAM'S custody.

11. Record Keeping: CLALLAM agrees to maintain a system of record keeping relative to the intake and confinement of each juvenile offender from SAN JUAN in such style and manner as equivalent to CLALLAM'S records pertaining to its own juveniles. CLALLAM shall make available, upon request, to SAN JUAN or its authorized representatives, copies of said record. Upon disposition of the SAN JUAN County case, SAN JUAN agrees to timely report the disposition of such case to the Juvenile Corrections Facility in order to facilitate the maintenance of up-to-date criminal disposition records.
12. Posting of Bail: CLALLAM agrees to act as agent for SAN JUAN in the receipt of bail posted pertaining to juvenile offenders from SAN JUAN. During normal working hours, CLALLAM agrees to diligently and timely deliver or hand over said bail bonds or monies to SAN JUAN; provided that, bail bonds or monies received by CLALLAM during other than normal working hours shall be delivered to SAN JUAN during the business hours immediately subsequent thereto.
13. Access to Juveniles: SAN JUAN law enforcement officers shall have the right to interview juvenile offenders at any time inside the confines of the Juvenile Corrections Facility, subject only to necessary security rules. Interview rooms will be made available to SAN JUAN law enforcement officers in equal priority with those of any other law enforcement departments.
14. Release of SAN JUAN County Juvenile Offender from Detention: No juvenile offender from SAN JUAN confined in detention shall be released therefrom, except:
 - a) when requested by SAN JUAN law enforcement;
 - b) by order of the District Court, Superior Court, or Juvenile Division in those matters in which said courts have jurisdiction;

- c) for appearance in the court in which the juvenile offender is charged;
- d) in compliance with a writ of habeas corpus;
- e) for interviews by the SAN JUAN County or U.S. Attorney, or members of SAN JUAN law enforcement;
- f) if the juvenile has served his sentence or the charge pending against said juvenile has been dismissed, or bail or other recognizance has been posted as required by court;
- g) the juvenile offender does not meet detention criteria as outlined in RCW 13.40.038, 13.40.040, and 13.40.050 and standard detention criteria.

15. Defense. Indemnity. Hold Harmless: CLALLAM assumes full responsibility for the health, safety, and safekeeping of all Juvenile Offenders from SAN JUAN following their transfer into the custody of CLALLAM. CLALLAM shall defend, indemnify, and hold harmless SAN JUAN and its elected officials, officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of CLALLAM, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action or suit is brought against SAN JUAN, CLALLAM shall defend the same at its sole cost and expense; provided, that, SAN JUAN retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against SAN JUAN, and its officers, agents, and employees, or any of them, or jointly against SAN JUAN and CLALLAM and their respective officers, agents, and employees, or any of them, CLALLAM shall satisfy the same.

SAN JUAN shall defend, indemnify, and hold harmless CLALLAM and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of SAN JUAN, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

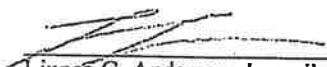
In the event that any such claim, action, or suit is brought against CLALLAM, SAN JUAN shall defend the same at its sole cost and expense; provided that CLALLAM retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against CLALLAM, its officers, agents, and employees, or any of them, or jointly against CLALLAM and SAN JUAN and their respective officers, agents, and employees, or any of them, SAN JUAN shall satisfy the same.

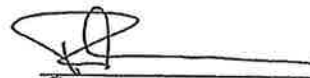
In executing this Agreement, CLALLAM does not assume liability or responsibility for or in any way release SAN JUAN from any liability or responsibility, which arises in whole or in part from the existence or effect of any SAN JUAN ordinance, rule, or regulation. If any cause, claim, suit, action or administrative proceeding related to this agreement is commenced against CLALLAM in which the enforceability and/or validity of a SAN JUAN ordinance, rule, or regulation is at issue, SAN JUAN shall defend the same at its sole expense and if judgment is entered or damages are awarded against CLALLAM, SAN JUAN shall satisfy the same, including all chargeable costs and attorney's fees.

16. Detention Rules and Regulations: At the time that the custody of the juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the CLALLAM County Juvenile Corrections Facility.
17. Property: The parties will neither acquire nor hold real or personal property pursuant to this agreement. Thus, there will not be a need to dispose of any property in the event this agreement is terminated.

18. Duration of Agreement: This agreement shall be effective beginning July 1, 2020, and expire on June 30, 2022, unless terminated sooner consistent with the terms of this agreement.
19. Termination: Either party may terminate this Agreement with a minimum of thirty (30) days written notice. In the event of termination, SAN JUAN will be liable for costs incurred up to and including the effective date of termination.
20. Designated Administrators: CLALLAM'S Juvenile Services Director, in consultation with SAN JUAN'S Juvenile Services Director shall administer this Agreement pursuant to RCW 39.34.030 (4)(a).
21. Entire Agreement and Amendments: This Agreement contains the entire agreement of the parties and may be modified only by mutual written agreement of the parties hereto.

SAN JUAN COUNTY JUVENILE COURT SERVICES:

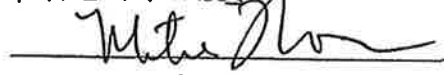
 10/21/2020
Linnea C. Anderson, Juvenile Court Administrator

 11/06/2020
Ron Krelas, Sheriff

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Randall K. Gaylord


Date: 11/5/20

FINAL APPROVAL
San Juan County Manager
Mike Thomas


Date: 11/9/2020

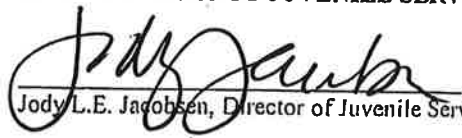
CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

CLALLAM COUNTY JUVENILE SERVICES:


Jody L.E. Jacobsen, Director of Juvenile Services

APPROVED AS TO FORM:

 #51061
Mark B. Nichols, WSBA #62848
Deputy Prosecuting Attorney



AGENDA ITEM SUMMARY

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

7
10/4/21
4b

Department: INFORMATION TECHNOLOGY

WORK SESSION ☒ **Meeting Date: October 4, 2021**

REGULAR AGENDA ☒ **Meeting Date: October 5, 2021**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Information Technology Department requests BOCC signature on attached purchase order as it is over signatory limit of department director

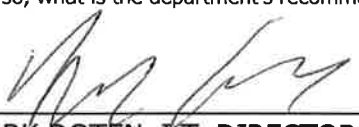
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

This is a renewal of existing budgeted service and funds are available in the I.T. budget.

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

Recommend signature by Commissioners

County Official signature & print name:


MARK DOTEN, I.T. DIRECTOR

Name of Employee/Stakeholder attending meeting:

MARK DOTEN

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 9/29/21

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



CLALLAM COUNTY

Information Technology Department

223 East Fourth Street, Suite 13 Port Angeles, WA 98362-3015 360.417.2346
Mark Doten

09/28/2021

GovConnection, Inc (0000674)

730 Milford Rd
Merrimack, NH 03054

Attn: Tim Vanasse tvanasse@govconnection.com
Phn: 800-800-0019 x33011
Fax: 603-683-1204

P.O.#..... IT20210928
Budget#... 00100.411.51888.48.0140
SRF#..... N/A
Dept..... Information Technology (IT)
For..... VMware Renewal: Aug 2020 - August 2021

VMware Horizon Enterprise Edition: Per Quote # 25258884.02. Subscription Terms 08/20/2021 to 08/19/2020

Dear Tim:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
HZ8ENN10B11YTLS SUGC2	Subscription Upgrade: VMware Horizon Enterprise-(Perpetual) to Horizon8 Enterprise Term Edition-10 Named User Pack-1Year term license VMware Inc. - HZ8-ENN-10B1-1Y-TLSS-UG-C VMware	848.64	40	33,945.60
S7-ENT-P-SSS C	Production Support/Subscription for VMware vSphere 7 Enterprise for 1 processor for 1 year VMware Inc. - VS7-ENT-P-SSS-C Start Date: 08/26/2021 End Date: 09/23/2022	795.52	4	3,182.08
CS7-FND-P SSS-C	Production Support/Subscription VMware vCenter Server 7 Foundation for vSphere 7 up to 4 hosts (Per Instance) for 1 year VMware Inc. - VCS7-FND-P-SSS-C Start Date: 08/26/2021 End Date: 09/23/2022	710.71	1	710.71
R-LIS80-25-P SS S-C	Production Support/Subscription for VMware vRealize Log Insight 8 (25 OSI Pack) for 1 year VMware Inc. - VR-LIS80-25-P-SSS-C Start Date: 08/26/2021 End Date: 09/23/2022	1,382.75	1	1,382.75
VCS7-STD-P SSS- C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year VMware Inc. - VCS7-STD-P-SSS-C Start Date: 08/26/2021 End Date: 09/23/2022	1,657.59	1	1,657.59
VS7-EPL-P-SSS-C	Corp. Production SnS for cSphere 7 Enterprise Plus for 1-processor for 1 year VMware - licensing	965.14	12	11,581.68

Subtotal: 52,460.41
8.8% Tax: 4,616.52
Shipping: 0.00
Total: 57,076.93

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

Thank you.

Sincerely,

Mark Doten
Information Technology Director

Rich Sill, Interim
Clallam County Administrator



AGENDA ITEM SUMMARY

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

8
10/4/21

Department: Sheriff's Department

WORK SESSION ☒ **Meeting Date:** October 4, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Seeking BOCC authority to apply for equipment grant |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Department has an opportunity to apply for a DOJ equipment grant under the Northern and Middle States Rural Law Enforcement Assistance Program. We are seeking to obtain an effective, adaptable, tactical field robotic device that can aid in mitigating various life-safety risks unique to our community policing efforts and serve as an emergency management tool that can harden our County's resilience to hazard vulnerabilities. The grant does not require any matching. We are seeking a grant of \$90,531.05 to purchase the robotic device that is equipped with the following features: remote surveillance for tactical operations to keep law enforcement out of harm's way, bomb detection and removal of suspicious packages, two way audio for hostage or other crisis negotiation situations, ability to detect radioactive agents and other noxious chemicals in the environment, ability to clear rooms and buildings remotely with audio and video surveillance and a Carbon Fire Disrupter.

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 Budget Impact**

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

BOCC approve Sheriff's Department submission of the grant application (a condition under the application)

County Official signature & print name:

BRIAN J. KING

Name of Employee/Stakeholder attending meeting: Chief Criminal Deputy King

Relevant Departments: Sheriff's Department

Date submitted: 9/29/21

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

Clallam County

Grant Application Information

DEPARTMENT: **Sheriff's Office**

DATE SUBMITTED TO W/S: **9/29/21**

GRANT NAME: **Northern and Middle States Rural Law Enforcement Assistance Program**

APPLICATION DEADLINE: **Until Funding is Exhausted**

ISSUING AGENCY: **US Department of Justice** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **Single Purchase/6 months** RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$90,531.05**

ANNUAL AMOUNT: **\$90,531.05**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:

This is an equipment grant for the purchase of a tactical field robotic device that is equipped with the following features: remote surveillance for tactical operations to keep law enforcement out of harm's way, bomb detection and removal of suspicious packages, two way audio for hostage or other crisis negotiation situations, ability to detect radioactive agents and other noxious chemicals in the environment, ability to clear rooms and buildings remotely with audio and video surveillance and a Carbon Fire Disrupter. This device can aid in mitigating various life-safety risk unique to our community policing efforts.

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

This device has the capacity to save lives and vastly increase deputy safety. The ability to detect explosives, radioactive agents will assist in keeping our citizens and our deputies safe.

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

Yes, this device provides for increased officer safety and allows the Sheriff's Office to better serve our community.

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

This device provides certain capabilities that the Sheriff's Office currently does not have: bomb detection and radioactive agent analysis in real time. We have experiences calls for service relating to bomb threats and had to rely on other law enforcement to assist.

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

This device has multi-function capability. We will track its use in the field as part of the grant requirements.

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

provides increased capabilities for the Sheriff's Office to perform bomb detection and radioactive agent analysis. The device has a warranty. When that warranty expires, there may be funding required for maintenance.

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

None Required.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS? No impacts on other departments.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS? No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS? This is a one-time purchase of equipment. The grant requires a minimal report concerning the equipment.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
Yes, this equipment is being sought to mitigate the life-safety risks of deputies and the public.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT? No.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED? No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
No budget changes are necessary.

OTHER COMMENTS

Wf Benedict

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

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



AGENDA ITEM SUMMARY

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

9
10/4/21
sa

Department: Public Works/Road

WORK SESSION ☐ **Meeting Date:** 10/04/2021

REGULAR AGENDA ☒ **Meeting Date:** 10/05/2021

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

Item summary:

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

Executive summary:

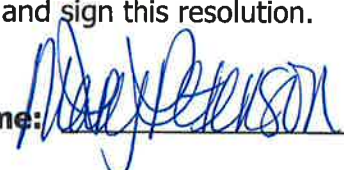
This item is a resolution to initiate a County Road Project (CRP) for the Sequim-Dungeness/Woodcock Roundabout Project, C1257. This project includes the improvement of the intersection of Sequim-Dungeness Way and Woodcock Road by constructing a 160-foot diameter round-about, and other related work.

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

This project is budgeted as item #18 on the 2021 Annual Construction Program.

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

That the Commissioners review, approve and sign this resolution.

County Official signature & print name: , Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 09/29/2021

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

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

2020 Agenda IS Initiate C1254 Laird Road Resurfacing

Revised: 3-04-2019



CR RESOLUTION N° _____, 2008

INITIATING A COUNTY ROAD PROJECT DESIGNATED AS CRP C1257,
SEQUIM-DUNGENESS/WOODCOCK ROUNDABOUT

IT IS HEREBY RESOLVED that Sequim-Dungeness Way between milepost 2.42 and milepost 2.62, and Woodcock Road between milepost 4.44 and milepost 4.65 be improved as follows:

Improvement of the intersection of Sequim-Dungeness Way & Woodcock Road by constructing a 160-foot round-about, and other related work.

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

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE	ESTIMATED 2021 YEAR EXPENDITURE
595.11	Engineering	\$55,000.00	\$6,000.00
595.20	Right of way acquisition	\$35,000.00	\$0.00
Total (Not subject to 36.77.065)		\$90,000.00	\$6,000.00
595.12	Construction Engineering	\$100,000.00	\$13,300.00
595.90	Construction Administration	\$7,500.00	\$13,300.00
595.30-80	Construction by Contract	\$870,000.00	\$88,675.00
595.30-80	Construction by Day Labor	\$0.00	\$0.00
Total (Subject to 36.77.065)		\$977,500.00	\$115,275.00
Total		\$1,067,500.00	\$121,275.00

Est. Date to Commence Work: Oct-21

Road Dist.: 1

Est. Date to Complete Work: Mar-22

Road Type: Arterial

Transfer costs from: 698- 1803

Signed This 29th Day of September, 2021

Randy Johnson, P.E.
County Engineer

This project is included in the officially adopted annual road program as a portion of Item No. 17.

IT IS FURTHER RESOLVED that the construction is to be accomplished by contract in accordance with RCW 36.77.020 et.seq., and by county forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

Publish: October 08, 2021



AGENDA ITEM SUMMARY

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

10
10/4/21
sb

Department: Public Works/Road

WORK SESSION ☐ **Meeting Date: 10/04/2021**

REGULAR AGENDA ☒ **Meeting Date: 10/05/2021**

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
Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a resolution to initiate a County Road Project (CRP) for the 2021 Countywide Overlay Project, C1258. This project includes the overlay of several roads and intersections throughout Clallam County with Hot Mix Asphalt, and other related work.

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

This project is budgeted as item #4 on the 2021 Annual Construction Program.

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

That the Commissioners review, approve and sign this resolution.

County Official signature & print name: Mary Peterson, Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 09/29/2021

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

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

2020 Agenda IS Initiate C1254 Laird Road Resurfacing

Revised: 3-04-2019



CR RESOLUTION N° _____, 2021

INITIATING A COUNTY ROAD PROJECT DESIGNATED AS CRP C1258,
2021 COUNTYWIDE OVERLAY PROJECT

IT IS HEREBY RESOLVED that several roads and intersections throughout Clallam County be improved as follows:

Overlaying various County roads and intersections with Hot Mix Asphalt, and other related work.

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

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE	ESTIMATED 2021 YEAR EXPENDITURE
595.11	Engineering	\$15,000.00	\$15,000.00
595.20	Right of way acquisition	\$0.00	\$0.00
	Total (Not subject to 36.77.065)	\$15,000.00	\$15,000.00
595.12	Construction Engineering	\$50,000.00	\$50,000.00
595.90	Construction Administration	\$1,000.00	\$1,000.00
595.30-80	Construction by Contract	\$500,000.00	\$500,000.00
595.30-80	Construction by Day Labor	\$0.00	\$0.00
	Total (Subject to 36.77.065)	\$551,000.00	\$551,000.00
	Total	\$566,000.00	\$566,000.00

Est. Date to Commence Work: Oct-21

Road Dist.: Various

Est. Date to Complete Work: Dec-21

Road Type: Access/Arterial

Transfer costs from: 698- _____

Signed This 29th Day of September, 2021

[Signature]
County Engineer

This project is included in the officially adopted annual road program as a portion of Item No. 4.

IT IS FURTHER RESOLVED that the construction is to be accomplished by contract in accordance with RCW 36.77.020 et.seq., and by county forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

Publish: October 08, 2021



11
10/4/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 10-4-21**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Commissioner Peach has requested discussion with the Board of Commissioners about the use of a County pit for storing material the Quileute Tribe will generate from their project to dredge the marina in La Push.

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?)
Discussion.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works, Quileute Tribe- Rachele Perkes and Zach Jones

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 9-29-21

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

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



AGENDA ITEM SUMMARY

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

12
10/4/21
ld

Department: BOCC

WORK SESSION ☒ Meeting Date: October 4, 2021

REGULAR AGENDA ☒ Meeting Date: October 5, 2021

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County is applying for a Broadband grant through the Washington State Public Works Board to improve Broadband in unserved and underserved areas of Clallam County. This specific project is targeting the beginning of Hwy 112 through Joyce, Washington which has most areas offering Broadband speeds of less than 25 Mbps / 3 Mbps. This letter is in support of Clallam County providing a 10% match of the total award amount of the grant using ARPA funds.

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?** ☐

Approval of this letter will authorize the release of \$500,000 of ARPA funds from the American Rescue Plan Act special revenue fund.

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

Approval of letter of support and funding.

County Official signature & print name: Chelsea Lierly Chelsea Lierly

Name of Employee/Stakeholder attending meeting: Chelsea Lierly

Relevant Departments: BOCC

Date submitted: 9/24/2021

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

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



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

Rich Sill, County Administrator

October 5, 2021

Sheila Richardson
Broadband Program Manager
Washington State Public Works Board
Washington State Department of Commerce
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504

RE: Support for the Clallam County Broadband Project – Washington State Public Works Grant for Expanding Broadband in Unserved and Underserved Areas

Washington State Public Works Board:

Clallam County Board of County Commissioners recognizes the importance to expand broadband in unserved and underserved areas of Clallam County. This effort is greatly needed in the project area for this grant, beginning at the Hwy 101/Hwy 112 junction and going through Joyce, Washington.

The need for targeted Broadband speeds in unserved and underserved areas is a critical undertaking designed to ensure that Clallam County has access to reliable, affordable broadband access to allow for tele-working, remote learning and tele-medicine. Reliable broadband services will allow access to on-line businesses and government services, reducing vehicle traffic and reduce greenhouse gas emissions in Clallam County.

Please consider this letter as affirmation that Clallam County will provide funding at a 10% match of the total award amount of the grant if funded by the Washington State Public Works Board to see the success of this important project.

We are hopeful that you will support Clallam County and its need to expand Broadband in unserved and underserved areas.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

13
10/4/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-04-21

REGULAR AGENDA ☒ Meeting Date: 10-12-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

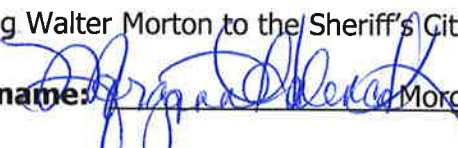
Vacancies exist on the Sheriff's Citizens Advisory Board due to expirations of terms. A press release was issued during the month of August 2021 soliciting applications from interested citizens. One application was received.

The Clallam County Sheriff supports the appointment of Walter Morton.

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 Walter Morton to the Sheriff's Citizens Advisory Board.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Lorraine Shore/Bill Benedict

Relevant Departments: Sheriff's Office/BOCC

Date submitted: 09-24-21

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

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

Appointing Walter Morton 10-12-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE
SHERIFF'S CITIZENS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Sheriff's Citizens Advisory Board due to expirations of terms.
2. A press release was issued during the month of August 2021 soliciting applications from interested citizens. One application was received.
3. The Clallam County Sheriff supports the appointment of Walter Morton.

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

1. **Walter Morton** is appointed to serve as the representative of Clallam Bay/Seki for a term ending December 31, 2024.

PASSED AND ADOPTED this twelfth day of October 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.21
Appointee(s)
Sheriff