



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, October 3, 2022 – 8:00 a.m.

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

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

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

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

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

Modification

Modification to add item 12 

Administration – 9 a.m.

1. Calendar/Correspondence
2. Contract with Port Angeles Public School District to provide mental health support services for school year 2022-2023

Contract 

3. Contract amendment B with Salish Behavioral Health Administrative Services Organization for substance use disorder outpatient services

Contract amendment 

4. Pre-application questionnaire United State Department of Agriculture (USDA) Forest Service FY 2022 Community Wildfire Defense Grant

Pre-application questionnaire 

5. Purchase order with CDW-G for Arctic Wolf renewal

Purchase order 

6. Contract amendment 7 with Department of Health to amend allocations and subtract \$436,601 from the previous amendment 6

Contract amendment 

7. Agreement with the City of Port Angeles for site selection and design of Joint Public Safety Facility / Emergency Operations Center

Agreement 

Public Works

8. Briefing on call for a hearing to be held Tuesday, November 8, 2022 at 10:30 a.m. to approve the Six-Year Transportation Improvement Program (TIP).

Briefing 

Community Development

9. Resolution closing the Department of Community Development petty cash fund

Resolution 

10. Final Binding Site Plan approval for Island View R.V. Park LDV 2021-00005 – Randy Simmons applicant

Binding Site Plan 

Board of Commissioners

11. Discussion of Federal Standardization of Financial Reporting Standards

Discussion 

12. Agreement with DelHur Industries for log jam construction on the Lower Dungeness Floodplain Restoration Project (2d)*

Agreement 

General Discussion/Items for Future Agendas

- a. Small Business Development Update (October 17)
- b. Joint Meeting with Port of Port Angeles (October 24 at 11 a.m.)
- c. Department of Natural Resources quarterly report (November 28 at 1 p.m.)

EXECUTIVE SESSION

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

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

MEMORANDUM

LONI GORES
Clerk of the Board

September 30, 2022



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the October 3, 2022 work session agenda:

COMMUNITY DEVELOPMENT

- 12 Agreement with DelHur Industries for log jam construction on the Lower Dungeness Floodplain Restoration Project (2d)*

- The following item has been added to the October 4, 2022 regular agenda:

CONTRACTS AND AGREEMENTS

- 2d Agreement with DelHur Industries for log jam construction on the Lower Dungeness Floodplain Restoration Project



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 10/3/22

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: 10/03/2022

REGULAR AGENDA ☒ Meeting Date: 10/11/2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.22.008 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract services between Port Angeles Public School District and Juvenile Services to provide mental health school support services for the school year 2022-2023

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

Resulting revenue has already been figured into the budget. No action needed.

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 Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting:

Cindy Hanson

Relevant Departments: _____

Date submitted: 09/22/2022

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

Revised: 5/24/2019

School Year: 2022/2023
SCHOOL DISTRICT CONTRACT
FOR SERVICES

BETWEEN

District: Port Angeles Public School District
(Hereinafter referred to as District)
905 W 9th, Port Angeles, WA 98362

AND

Agency: Clallam County Juvenile and Family Services
(Hereinafter referred to as Agency)
1912 W 18th Street Port Angeles, WA 98363
Contact Name: Jody Jacobsen
Phone number: 360-565-2639

SECTION 1

CONTRACTED SERVICES

The AGENCY will provide mental health school support services for the 2022-2023 school year. The AGENCY will select and provide a minimum of one counselor to the DISTRICT. The selected counselor(s) will report directly to the Director of Special Service. The agency counselor will work with school-based staff (school counselor, administrators) to coordinate referrals and caseload prioritization. All caseload student Progress Reports and correspondence will be provided directly to the Director of Special Services.

The selected counselor(s) will provide 20 hours of weekly services to include:

- Consulting with school personnel in order to support the academic achievement of students within the context of his or her social and emotional well-being.
- Promoting students' emotional and social well-being to ensure early identification of mental health needs, and to offer timely access to mental health services to address social, emotional, or behavioral issues, resulting in school and life success through improved social and emotional maturity.
- Providing evidence-based counseling services that are aligned with the school and classroom behavioral goals for caseload students, in conjunction with coordinating with any mental health counseling services the student is already receiving from Peninsula Behavioral Health (PBH) or another mental health service provider.
- Providing direct communication with PBH or any other mental health service providers for caseload students, with appropriately prepared and signed Releases of Information (ROI).
- Establishing at least one district approved evidence-based behavior Progress Monitoring goal for each caseload student. The behavioral goal(s) will be established through collaboration with school administrative staff, classroom teachers, and information provided by the Director of Special Services. The student behavioral goal(s) will need to be realistically aligned with the anticipated student-counselor contact hours at each school.

Contracted Services Continued:

- Delivering Progress Reports for each caseload student with a frequency, and established format, which meets district evidence-based behavioral Progress Monitoring reporting requirements.
- Attending Individual Educational Plan (IEP) meetings and school suspension/expulsion meetings for caseload students, at the request of either the school administrator or Director of Special Services, as weekly time limits allow.
- Notifying the Director of Special Services directly with observations about potential mental health counseling needs that may not already be provided in the existing service plans for caseload students.
- All activities including but not limited to travel, meetings, reporting, case management documentation, referrals, and counseling services will occur within the 20-hour weekly limit. Daily reporting time and locations will need to be flexible to accommodate the ever changing needs of the clients and administration at each location.

The preliminary list of schools by order of importance follows:

1. Stevens Middle School
2. Additional schools may be added by mutual agreement of both parties and by adding an addendum to this contract that is signed by both parties.

This contract can be renewed up to two years if mutually agreed upon by June 10th of each preceding school year.

SECTION 2 **PAYMENT**

The District agrees to pay a fixed fee for these services at the rate of 97.43 per hour. Total charges will not exceed \$72,000. The District is not liable any mileage charges.

The Agency will provide the District an invoice for services performed on a monthly basis. Invoice will details hours/days worked, and # of students served. It is agreed that monthly payment for services rendered shall be mailed or made available to the Agency within thirty (30) days of invoice submission.

Invoices shall be sent to:

Port Angeles School District, Director of Special Services
905 W 9th, Port Angeles, WA 98362
Attention: Special Services Department

Invoices may alternatively be submitted by email rsummers@portangelesschools.org

SECTION 3

INDEPENDENT CONTRACTOR STATUS

The District and the Agency agree that the Agency and the Agency's employee(s) and agent(s) are not employees of The District. Agency and Agency's employee(s) and agent(s) shall provide the results required in this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed except as expressly provided herein. Nothing in this Contract shall be construed to create a partnership, agency relationship, or employer-employee relationship. Neither party may incur debts or make commitments for the other party.

SECTION 4

CONFIDENTIALITY

In providing services under this Contract, the Agency and Agency personnel may have access to the District's student(s) personally identifiable education records and other confidential information regarding the student. Likewise, the District and District personnel may have access to the Agency's Patient(s) (District's Student(s)) personally identifiable healthcare information and records and other confidential information regarding the Student (Agency's Patient).

District and Agency agree that they and their respective personnel will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to the District's or the Agency services under this Contract is strictly prohibited except where required or authorized by law.

SECTION 5

REPRESENTATION and EMPLOYMENT

Agency shall not represent itself as an employee, representative, or spokesperson for the District.

SECTION 6

RECORDS

Agency shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Agency shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Agency and the District shall have access to and examine said records.

SECTION 7

INSURANCE

Agency shall be responsible for their own insurance. Agency shall be providing direct services to students on the District's behalf. If Agency is self-insured or a member of a liability pool, evidence of its status as a self-insured entity shall be provided to the District. If requested by the District, Agency must describe its financial condition and the self-insured/liability pool funding mechanism. If Agency is self-insured or is a member of a liability pool, then the District, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies if said policies prohibit the Agency from naming third parties as additional insureds.

Agency will notify the District within three (3) days in the event of cancellation or modification of such insurance. Agency's failure to maintain such insurance policies shall be grounds for the District's immediate termination of this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

SECTION a

TAXES

Agency acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Agency's compensation or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Agency or Agency's personnel. Any applicable sales tax shall be in addition to the contracted rate and paid by the District.

The Agency is responsible for the payment of any Federal, State, and local income taxes imposed by any lawful jurisdiction as a result of income relating to the performance and payment of this Contract.

SECTION 9

CONTACT WITH MINORS

The Agency is responsible to conduct a thorough background check on all personnel, agents and employees, including inquiries regarding full-disclosure of any and all history of conviction of crime(s) against children or vulnerable adults as per RCW 43.43.834. Such disclosure will be obtained in writing, signed by the applicant and sworn under penalty of perjury, and retained in Agency's personnel records. Background clearance will include Washington State Patrol and may include Department of Social and Health Services.

Agency shall prohibit any employee or agent from working in contact with children if the employee or agent has pled guilty to or been convicted of a felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.

Failure to comply with this section shall be grounds for the District to immediately terminate this Contract. Termination based on this section shall supersede any other termination clause within this document.

SECTION 10

LICENSES, PERMITS, AND WARRANTY

Agency warrants that it has the requisite training, skill, and experience necessary to provide the services under this Contract and is appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract. Agency agrees to comply with all applicable laws, orders, rules, regulations, and ordinances.

SECTION 11

NONDISCRIMINATION

The District is an equal opportunity employer. By entering into this Contract, Agency assures the District that Agency complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, veterans' status or disability, be excluded from participation in, be denied benefits of, or otherwise subject to discrimination under any activity performed pursuant to this Contract.

SECTION 12

ASSIGNMENT

Agency shall not let, assign, or transfer this Contract or any interest therein or any part thereof without the prior written consent of the District.

The District shall not contract with, hire, employ, or otherwise assign the responsibilities for provision of services of this contract without prior written consent of the Agency.

SECTION 13

INDEMNIFICATION

The Agency and the District hereby agree to indemnify and hold the other party harmless from and against any and all liability, losses, damage claims or causes of action and expenses connected therewith, including reasonable attorney's fees caused by directly or indirectly by or as a result of the performance of the other party's duties under this Agreement. All activities performed by Agency and the District are performed at their own risk, and both parties agree to indemnify, defend and hold one another harmless from any liability, claim or expense (including reasonable attorneys' fees) arising out of any of its acts or omissions under this Agreement, or breach thereof. The provisions of this paragraph shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

SECTION 14

TERMINATION

Either party may terminate the Contract with or without cause before the end of its term by giving thirty (30) days written notice to the designated contact person. If the Contract is terminated upon thirty days' notice, the parties shall be liable only for the performance rendered prior to the termination date.

SECTION 15

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT

This contract is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education and District and Agency agree to abide by the stipulations and requirements of the FERPA rulings, as it exists at the time this Contract is signed and/or as it is amended and such amendment comes into effect during the duration of this Contract.

SECTION 16

DEBARMENT

Agency certifies that to the best of their knowledge/belief its principals and/or the Agency as an entity are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. Further, Agency certifies that they are not presently indicted for or 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 transaction or contract.

Agency agrees to notify the District if it should become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts during the life of this Contract. The District will review the circumstances surrounding the notification and determine the eligibility of the Agency to continue to provide services. If it is determined that the District will not be funded for this Contract due debarment or suspension, or if it is determined that the Agency rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for default.

SECTION 17

AGREEMENT

This written Contract constitutes the entire Agreement between District and Agency. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and executed by both parties.

SECTION 18

SEVERABILITY

Each clause of this Contract stands independent of all other clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect the other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

SECTION 19

APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington and any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in Clallam County, Washington.

SECTION 20
SIGNATURE

The persons signing on behalf of both parties of this contract, the District and District employee(s) or agent(s) and the Agency and Agency's employee(s) or agent(s) signing this document certify that he/she is the person duly qualified and authorized to bind the District and the Agency to the foregoing Contract and, under penalty of perjury, certifies that the federal tax identification numbers provided (below) are correct.

Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

Executed this 25 day of August 2022.

Port Angeles Public School District,

Rachel Summers

Authorized Signature:

Printed Name: *Rachel Summers*

Title: *Special Services Director*

Clallam County Representative:

Authorized Signature:

Printed Name:

Title:

Approved as to form only by:

Elizabeth Stanley

Clallam County Deputy Prosecuting Attorney



AGENDA ITEM SUMMARY

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

3
10/3/22

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: **10/03/2022**

REGULAR AGENDA ☒ Meeting Date: **10/11/2022**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.22.009 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract amendment between Salish Behavioral Health Administrative Services Organization (SBH-ASO) and Clallam County Juvenile & Family Services True Star Behavioral Health Services for substance use disorder outpatient services. Reduction in revenue for contract period ending 12/31/22.

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?** ☐

Budget change will be necessary.

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

County Official signature & print name: _____

Judy Jambor

Name of Employee/Stakeholder attending meeting: _____

Andy Hanson

Relevant Departments: _____

Date submitted: 09/23/2022

* 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)

CONTRACT AMENDMENT B

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and True Star Behavioral Health Services, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-486-20, and executed on January 11, 2021, and amended on March 8, 2022, shall be amended as follows:

1. **Page 1: Amount** is amended as follows:

\$64,972.20

2. **Attachment B: Statement of Work for Criminal Justice Treatment Account** is deleted at replaced as attached.

3. **Attachment C: Budget** is deleted entirely and replaced as attached.

4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Administrative Services Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective July 1, 2022.

Dated this ____ day of _____, 2022.

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Edward E. Wolfe, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner

DATE

ATTEST

Dana Daniels, Clerk of the Board

**CONTRACTOR:
True Star Behavioral Health
Services**

Mark Ozias, Chair
Clallam County Board of
Commissioners

I attest that I have the authority to sign
this contract on behalf of True Star
Behavioral Health Services.

DATE

Approved as to form only by:

Elizabeth Stanley

Clallam County Deputy Prosecuting Attorney

ATTACHMENT B-1: Statement of Work for Criminal Justice Treatment Account

Criminal Justice Treatment Account (CJTA)

1. In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.
2. The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).
3. CJTA Funding Guidelines:
 - a. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.
 - b. No more than 10 percent of the total CJTA funds can be used for the following support services combined:
 - i. Transportation; and
 - ii. Child Care Services.
4. The contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.
5. Services that can be provided using CJTA funds are:
 - a. Brief Intervention (any level, assessment not required);
 - b. Acute Withdrawal Management (ASAM Level 3.2WM);
 - c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM)
 - d. Outpatient Treatment (ASAM Level 1);
 - e. Intensive Outpatient Treatment (ASAM Level 2.1);
 - f. Opiate Treatment Program (ASAM Level 1);
 - g. Case Management (ASAM Level 1.2);
 - h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
 - i. Long-term Care Residential Treatment (ASAM Level 3.3);
 - j. Recovery House Residential Treatment (ASAM Level 3.1);
 - k. Assessment (to include Assessments done while in jail);

ATTACHMENT B-1: Statement of Work for Criminal Justice Treatment Account

- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in the jail, limited to 8 sessions that may include:
 - i. Engaging individuals in SUD treatment;
 - ii. Referral to SUD services;
 - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
 - 1. Screening for medications for MOUD
 - 2. Cost of medications for MOUD
 - 3. Administration of medications for MOUD
 - iv. Coordinating care;
 - v. Continuity of care; and
 - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention;
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;

ATTACHMENT B-1: Statement of Work for Criminal Justice Treatment Account

bb. Education; and

cc. Parent education and child development.

6. The County SJTA Committee shall participate with SBHASO and with the local legislative authority for the county to facilitate the planning requirement as described in RCW 71.24.580(6).

7. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource."

1. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:
 - a. The Contractor must have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
 - b. The Contractor must have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
 - a. The Contractor may not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
 - b. The Contractor must notify the SBHASO if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - i. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - ii. Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;

ATTACHMENT B-1: Statement of Work for Criminal Justice Treatment Account

- iii. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- c. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with the Individuals medical professional.

8. CJTA Quarterly Progress Report

- a. The Contractor will submit a CJTA Quarterly Progress Report within thirty (30) calendar days of the state fiscal quarter end using the reporting template. CJTA Quarterly Progress Report must include the following program elements:
 - i. Number of Individuals served under CJTA funding for that time period;
 - ii. Barriers to providing services to the criminal justice population;
 - iii. Strategies to overcome the identified barriers;
 - iv. Training and technical assistance needs;
 - v. Success stories or narratives from Individuals receiving CJTA services; and
 - vi. If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

ATTACHMENT C: BUDGET/RATE SHEET

Budget Summary			
Contractor: True Star Behavioral Health			
Contract No:	KC-486-20		
Contract Period:	01/01/21 - 12/31/22		
Expenditure	Previous	Changes this Contract	Current
Period 1: 01/01/21 - 12/31/21			
CJTA	35,061.00	0.00	35,061.00
SUD Youth Services and Supports (DMA)	6,850.00		6,850.00
Period 1 Budget Total	41,911.00	0.00	41,911.00
Period 2: 01/01/22 - 12/31/22			
CJTA	35,061.20	(12,000.00)	23,061.20
Period 2 Budget Total	35,061.20	(12,000.00)	23,061.20
Contract Total	76,972.20	(12,000.00)	64,972.20

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL	
MEMBER COUNTY:	Liability Coverage Afforded by the:
Clallam County, Washington Attn: Tom Reyes, Risk Manager 221 East Fourth St, Suite 16 Port Angeles, WA 98362	Washington Counties Risk Pool 2558 R.W. Johnson Rd SW, Suite 106 Finnwater, WA 98512-6103
Clallam County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is <u>NOT</u> an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.	
MLC NUMBER:	20212022RISKPOOL-CLCO
MLC EFFECTIVE DATE:	October 1, 2021
MLC EXPIRATION DATE:	October 1, 2022
LIMITS OF LIABILITY EACH OCCURRENCE	
BI AND PD COMBINED:	\$10,000,000
TYPES OF LIABILITY	
COVERAGE AFFORDED:	<u>General Liability:</u> Including: Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury <u>Automobile Liability:</u>
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE	CANCELLATION
Requested by: Health & Human Services, Juvenile, and Public Works Department Various contracts to provide services During the MLC Period 10/1/21 - 10/1/22	SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.
CERTIFICATE HOLDER:	ISSUE DATE:
Saltish Behavioral Health Administrative Services Organization (SBHASO) Kitsap County 614 Division St, MS-23 Port Orchard WA 98366	September 7, 2021  Claims Specialist

Visit our [tips page](#) to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

- True Star Behavioral Health Services

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 9/9/2022 1:04:48 PM EST on OIG LEIE Exclusions database.

Source data updated on 9/8/2022 8:00:00 AM EST



AGENDA ITEM SUMMARY

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

4
10/3/22

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** October 3, 2022

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

As part of our hazard mitigation planning efforts, the Emergency Management Division of the Sheriff's Office is seeking grant money to update the County's 2009 Community Wildfire Protection Plan. We are seeking \$125,000 from the USDA under its 2022 Community Wildfire Defense Grant. There is a required match of 10 percent which will be met with in-kind staff time and operational area meeting staff time. There will be an extensive public outreach program, if the County obtains this grant.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: Approval of Grant Application Questionnaire

County Official signature & print name: W. Benedict Sheriff Bill Benedict

Name of Employee/Stakeholder attending meeting: Undersheriff Ron Cameron, Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 09/27/22

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

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

Clallam County

Grant Application Information

DEPARTMENT: **Sheriff's Department**

DATE SUBMITTED TO W/S: **9/27/22**

GRANT NAME: **USDA Forest Service FY 2022 Community Wildfire Defense Grant**

APPLICATION DEADLINE: **10/07/22**

ISSUING AGENCY: **USDA**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **Five years**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$125,000**

ANNUAL AMOUNT: **Expected to be expended over 2 to 2.5 years**

MATCH REQUIRED? **Yes, at least 10%**

MATCH AMOUNT: **\$15,000 in-kind**

DESCRIPTION OF GRANT AND PURPOSE: The purpose of the USDA Forest Service Wildfire Defense Grant is to assist at-risk local communities with planning for and mitigating against the risk created by wildfire.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS: This grant will be used to update the County's 2009 Community Wildfire Protection Plan in order to better protect life and property.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS? This grant supports one of the long term missions of the Emergency Management Division of the Sheriff's Office: to mitigate hazards in our community and prepare for recovery efforts in the event of a disaster incident.

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? No.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED? The goal is to create a current wildfire protection plan incorporating the latest science regarding climate change as to best protect our community. The plan will include recommendations to make our landscape more resilient and provide better fire outcomes.

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? Matching funds of at least 10 percent will come from in-kind staff time and operational area staff meeting time.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS? This grant can aid in part in the Comprehensive Planning that the Department of Community Development will be performing over the next several years. This grant will allow land use planning analysis to be performed in the Wildland-urban interfaces and support wildfire risk reduction policies and activities in such locations within the County. DCD has been made aware of this grant application.

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

No new positions will be added.

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

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

If the grant is not received, monies will be sought to do the update through Title III funds under the Secure Rural Schools and Community Self Determination Program.

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

Indirect costs are allowable but will not be a budget item.

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



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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.



USDA Forest Service State and Private Forestry Fiscal Year 2022 Community Wildfire Defense Grant Notice of Funding Opportunity Instructions West

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Overview and Submission Dates for Fiscal Year (FY) 2022

- Applications are being requested for the FY2022 Community Wildfire Defense Grant (CWDG)
- This Notice of Funding Opportunity (NOFO) is for projects that will be carried out within the footprint of the **Western States and Territories** (Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming, Territory of American Samoa, Republic of Palau, Federated States of Micronesia, Territory of Guam, Commonwealth of Northern Mariana Islands, and the Republic of the Marshall Islands). For Tribes and other regions of the United States, please see appropriate NOFO for specific instructions.
- Search for the following grant Opportunity Number in [grants.gov](https://www.grants.gov) and follow the included instructions:

USDA-FS-2022-CWDG-CWSF

- **SUBMIT ALL APPLICATIONS BY 11:59pm, EASTERN TIME ZONE, OCTOBER 7, 2022**

Purpose of the Community Wildfire Defense Grant

The purpose of the Community Wildfire Defense Grant is to assist at-risk local communities and Indian Tribes with planning for and mitigating against the risk created by wildfire. This program is authorized in Public Law 117-58, "An Act to authorize funds for Federal-aid highways, highway safety programs, and transit programs, and for other purposes," commonly referred to as the Infrastructure Investment and Jobs Act. Specifically, the CWDG is provided for in Title VIII, Section 40803 of that Act. There are two primary project types for which the grant



provides funding: The development and revising of Community Wildfire Protection Plans (CWPP), and the implementation of projects described in a CWPP that is less than ten years old. The Act prioritizes at-risk communities that are in an area identified as having high or very high wildfire hazard potential, are low-income, and/or have been impacted by a severe disaster. More details on these three priorities can be found in this NOFO.

The CWDG helps communities in the wildland urban interface (WUI) implement the three goals of the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy):

- **Restore and Maintain Landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances, in accordance with management objectives.
- **Create Fire Adapted Communities:** Human populations and infrastructure can withstand a wildfire without loss of life and property.
- **Improve Wildfire Response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

Key Points

- **Who Can Apply:** Entities eligible to apply for funding under the CWDG include:
 - a. Units of local governments representing communities located in an area with a risk of wildfires,
 - b. Indian Tribes (please apply through either the Indian Tribes/Alaska Native Corporations specific notice or the applicable regional notice),
 - c. Non-profit organizations including homeowner associations that assist such communities,
 - d. State forestry agencies (including U.S. territories and interests), and
 - e. Alaska Native Corporations (please apply through either the Indian Tribes/Alaska Native Corporations specific notice or the applicable regional notice).

For-profit entities are not eligible to apply for this funding opportunity.

- **Eligible Lands:** Eligible applicants may apply for grant funding for a project proposal to be conducted on lands with the following ownership types, as long as the project proposal directly reduces wildfire risk to a community:
 - a. Private lands
 - b. Local government
 - c. Homeowner associations
 - d. State government
 - e. Tribal/Alaska native corporation (includes Trust lands)

Lands administered by the federal government are not eligible for this funding opportunity with the exception of lands held in trust for Native American Tribes and individuals (hereinafter Trust lands).

- **State Forest Action Plans and the Cohesive Wildland Fire Management Strategy:** Projects should further the priorities, e.g., goal, strategy, and/or priority landscape in the most recent State Forest Action Plans as well as the relevant regional cohesive wildland fire management strategy document.
- **Executive Order 13985: Advancing Racial Equity and Support for Underserved Communities Through the Federal Government:** We prioritize applications that show a clear benefit to underserved people and the communities where they reside or the forest areas that they value. Where this is the case, this should be described in the "Project Narrative Form." Underserved communities are also eligible to request a waiver of match requirements.
- **Minimum and Maximum Funding Levels:**
 - a. There is no *minimum* Federal funding limit for projects under CWDG.



- b. The *maximum* amount of Federal funding awarded to any one community or Tribe via this competitive process is:
- \$250,000 for the creation or updating of a Community Wildfire Protection Plan, and
 - \$10 million for a project described within a Community Wildfire Protection Plan less than 10 years old.
- c. For planning purposes, the Federal funding allocated through the CWDG competitive process is expected to be approximately \$160 million annually for the next five years.
- **Required Matching Funds:** The CWDG program has differing levels of match dependent upon the proposal for which is being applied. For proposals to develop or update a CWPP, the required match is 10%. For proposals to implement projects described within a CWPP, the required match is 25%. Matching funds must be derived entirely from non-Federal sources (unless expressly authorized in law by the other federal program). The match must be met by eligible and allowable costs and is subject to match provisions in grant regulations ([Code of Federal Regulations Title 2 Part 200.306](#) and [Subpart E for Cost Principles](#)). Match must meet all the same requirements as the Federal share and be documented sufficiently to support financial tracking and accountability. **Communities meeting the definition of underserved may request a waiver of match;** no other waiver requests are allowable under this program.
 - **Lead Agency or Organization:** All applications must identify the lead agency or organization that will have primary responsibility for coordinating project work and reporting. The lead agency may pass funds to other partners performing work as relevant.
 - **Grant Timeframes:** Projects must be completed within five (5) years.
 - **For Proposals including multiple communities:** For separate projects in separate communities, separate applications within cwdg.forestrygrants.org need to be submitted for each community for purposes of determining eligibility, prioritization, and ranking. For an application consisting of a single project that spans multiple communities, the project can be applied for and described within the same application and narrative form.
 - **Scoring and Ranking of applications:** Applications will be scored by members of a regional review panel. Individual reviewer scores will be normalized. All regionally-scored applications will be compiled in a single nationally-ranked list, which will be used to distribute funding.
 - **Reporting:** Funded CWDG projects will be required to provide financial reports to the grant's administrator on a quarterly basis, and project performance reports on an annual basis. The annual performance report shall include a spatial data component. This requires both Forest Service grant monitors and CWDG grant recipients to coordinate in entering project information.
 - **Build America/Buy America:** The Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The Buy America preference requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. If a recipient proposes a waiver of the Buy America preference, they must identify the items for which a waiver will be sought in the application. Applicants should not proceed with the expectation that waivers will be granted.
 - **Floodplain Management Criteria:** If applicable and appropriate, a project located in a Special Flood Hazard Area must implement and meet the conditions contained within the Federal Flood Risk Management Standard (FFRMS).
 - **Labor Standards:** All laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2000 funded directly by or assisted in whole or in part by funds made available under this grant program shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary



of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Applicants shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all laborers and mechanics performing construction, alteration, or repair work on projects in excess of \$2000 funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Recipients of funding will also be required to undergo DBA compliance training and to maintain competency in DBA compliance. The U.S. Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

For additional guidance on how to comply with DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Detailed Eligibility and Qualifying Proposal Types

All applicants are highly encouraged to coordinate with the State Forestry Agency (or equivalent) in proposal development. State Forester contact information is available on the [National Association of State Foresters website](#). The Forest Service State & Private Forestry staff are also available to facilitate and assist with this coordination, can provide liaison support for Tribes, and can assist with application submission if needed.

APPLICANT ELIGIBILITY

- The following entities are eligible to submit a project proposal for funding:
 - Units of local governments representing communities located in an area with a risk of wildfires,
 - Indian Tribes (please apply through either the Indian Tribes/Alaska Native Corporations specific notice or the applicable regional notice),
 - Non-profit organizations such as homeowner associations that assist such communities,
 - State forestry agencies, and
 - Alaska Native Corporations (please apply through the either Indian Tribes/Alaska Native Corporations specific notice or the applicable regional notice).
- For-profit entities are not eligible to apply for a grant under this program.

For applications submitted by organizations that plan to work with multiple communities, it will be a requirement of the application to name each of the specific communities that the organization plans to assist. Those specified communities will each need to meet the same eligibility requirements as a community that would be applying on their own.

If a non-profit or other organization is contracted with a State forestry agency for Community Wildfire Defense Grants Program related work, they will not be eligible to apply for a grant under the program unless the grant can be separately managed with no conflict of interest concerns.

Location of Projects

An eligible applicant may apply for grant funding for a project proposal to be conducted on lands with the following ownership types provided the project proposal directly reduces wildfire risk to a community.

- Private
- Local government



- Homeowner associations
- State government
- Tribal/Alaska native corporation (includes Trust lands)

Lands administered by the federal government are not eligible for this funding opportunity with the exception of Trust lands.

Project Objectives

A project proposal must advance objectives and priorities identified in a community wildfire protection plan that is not more than 10 years old.

A project proposal must be designed to achieve one or more of the following objectives:

- a. Assist a community with planning to address management of wildfire risk.
- b. Assist a community with mitigation measures or actions to reduce wildfire risk.

Projects to be Given Priority

Applicants will have the responsibility to indicate on the application if they meet any or all of the three priorities. The applicant will also need to provide supporting documentation or a link to such documentation for each priority that is checked. Priority will be given to project proposals that:

- Are located in an area identified as having a high or very high wildfire hazard potential;
- Benefit a low-income community; or
- Are located in a community impacted by a severe disaster within the previous 10 years.

General Eligibility Criteria

To be eligible for grant funding, a project proposal must meet the following criteria:

1. Projects must be for a qualifying activity
2. Meets the cost-share match or waiver requirement
 - a. The cost-share match can be in the form of a cash or in-kind contribution.
 - b. A cash match cannot utilize other federal funding.
3. The maximum grant amount is:
 - a. \$250,000 to develop or revise/update a CWPP
 - b. \$10,000,000 to carry out projects described in a CWPP
4. Funds cannot be used on lands administered by the federal government with the exception of Trust lands.
5. The grant term is for a total maximum of five (5) years.
6. Communities that request funding for mitigation projects or the development/ update of a CWPP must verify if they currently have in place an ordinance or regulation that requires that roofs for new building construction as well as the reroofing or replacement of a roof on existing buildings adheres to standards that are similar to, or more stringent than the roof construction standards established by the National Fire Protection Association or applicable model building code established by the International Code Council.
(Note: It is not a requirement to have a roofing ordinance for grant eligibility)
7. Communities that request funding for mitigation projects must:
 - a. meet the definition of an “at-risk community” as defined, and
 - b. be following a CWPP, Tribal hazard mitigation plan, or FEMA-approved hazard mitigation plan with a wildfire component that is not older than 10 years, or
 - c. have a CWPP or FEMA-approved hazard mitigation plan in place by the application deadline, and at the time of obligation of grant funds for mitigation projects, and
 - d. have the project(s) requested for funding described in the CWPP or similar plan.

PROJECT PROPOSAL TYPES

Applications may be submitted to fund the following types of project proposals:

Planning:



Local and Tribal governments are encouraged to conduct planning and exercises to assist their communities with wildfire preparedness, response, and adaptation efforts. One of the fundamental building blocks in creating a fire adapted community is the development, adoption and continuous use of a well-prepared Community Wildfire Protection Plan (CWPP). In some cases, a community may choose to utilize a FEMA-approved hazard mitigation plan or Tribal hazard mitigation plan with a wildfire component that meets the same objectives of a CWPP. A well-prepared CWPP or similar plan should address issues such as wildfire response, hazard mitigation, community preparedness (which includes smoke readiness), structure protection, or a combination of these issues, and will greatly assist a local government body in planning and prioritizing project work.

Specific CWPP development guidance, as well as any more stringent requirements of the relevant state government, may be obtained by contacting your state forestry agency.

In addition to the development of a CWPP or similar plan, local governments should also consider how tools such as zoning, building codes and land use planning may be used to effect change in how and where homes and businesses are constructed and located so that wildfire risk is reduced, and firefighter safety is improved if protective actions are required. In developing any planning tools, and determining risk both now and into the future, a community should consider the most recent climate data available for the planning area involved, as appropriate. In support of the Biden-Harris Administration's [National Initiative to Advance Building Codes](#), launched in June 2022 by the National Climate Task Force to accelerate adoption of modern building codes to improve resiliency, create good-paying jobs, and lower energy bills, communities who develop and adopt modern NFPA, ICC, or similar building codes will receive access to funding reserved for communities with code requirements for any future CWDG applications.

Finally, communities are encouraged to continuously refer to their CWPPs or similar plans, keep them updated, and conduct tests and exercises to ensure that recommended practices and objectives are being achieved.

Examples of Planning Projects	
Eligible Projects	Ineligible Projects
Creation of a CWPP or development of a wildfire section for a hazard mitigation plan.	GIS and database systems unless they support a CWPP, wildfire risk reduction planning or fuels mitigation initiative or project
Update of an existing CWPP/hazard mitigation plan (Existing plan must be over five (5) years old.)	Creation and/or update of Forest Stewardship Plans
Contract support to assist a community with developing building codes, zoning ordinances or land use planning.	Economic development projects
Direct staff funding support to assist a community with developing building codes, zoning ordinances or land use planning.	Small business start-up funding
Tabletop or functional exercises to test effectiveness of community wildfire planning.	Research and development projects
Plan and address public health and safety effects of smoke and mitigation from	



Examples of Planning Projects	
Eligible Projects	Ineligible Projects
wildfire and projects that use prescribed fire ("Smoke Ready" efforts)	
Direct staff support for community wildfire mitigation leadership/coordination	
Training in the use of proven effective mitigation practices, such as the Forest Service's mitigation best practices	
Direct staff support to assist in creation of a local or regional mitigation partnership	

Table 1 - Eligible Planning Projects**Wildfire Prevention and Mitigation Education/Outreach:**

Local and Tribal governments can provide leadership to result in reduced wildfire risk to their communities by coordinating, developing, and distributing educational programs. These programs and outreach may be delivered in association with states, insurance companies, non-governmental organizations, and other partners. Educational and outreach projects must raise awareness of what is the main cause of wildfires, what the risks are, and what actions they can take to reduce that risk.

Projects should lead to actions such as the use or establishment of one or more fire program elements such as fire safety codes, implementation of Firewise USA® practices, establishing local fire safe councils, and fuels treatments within fire-prone communities.

Projects should be concise and clearly demonstrate deliverables and measures of success of wildfire prevention/mitigation education and outreach activities.

Wildfire Prevention/Education/Outreach	
Eligible	Ineligible
Firewise USA® or similar programs outreach to communities and property owners	Printing of paper-based materials without an organized outreach/education program
Fire education presentation such as Project Learning Tree	
Property inspections and/or assessments	
Training to conduct property inspections and/or assessments	
Implementation of WUI Structure / Parcel / Community Fire Hazard Mitigation Methodology (HMM) for community hazard reduction	
Adoption, implementation, enforcement, and training of National Fire Protection Association, International Code Council, or similar codes	

**Table 2 - Eligible Prevention/Education/Outreach Projects****Reduce Hazardous Fuels / Restore Fire-adapted Ecosystems:**

Fuel reduction projects and vegetation treatments have been identified as an effective means of mitigating wildfire hazards. Recipients shall facilitate and implement mitigating fuel treatments in, or adjacent to communities to reduce the threat of wildfire to such communities.

Effective fuels mitigation treatments can be implemented across jurisdictional boundaries, on adjoining private lands, or within the respective communities. Communities may consider fuel treatments that extend out from community boundaries by 1.5 miles. Projects of this type include fuel breaks, thinning, pruning, landscape modifications, etc. The overall purpose is to modify or break up the fuels in such a way as to lessen wildfire risk and its threat to the public, provide for firefighter safety, and reduce damage to property. Such treatments may have additional desirable outcomes, such as providing sustainable environmental, social and economic benefits.

Project proposals must consider all elements required to implement treatments on the ground, which includes acquiring the necessary permits and consultations needed to complete plans and assessments, as well as treatment prescriptions and measures of success. Projects should also consider any necessary maintenance treatments especially in those areas of the country where woody vegetation regrows rapidly.

Examples of Hazardous Fuels Reduction/ Restoration Projects	
Eligible	Ineligible
Defensible space around homes, businesses, and other structures	Capital improvements including construction/infrastructure (building remodel, bridges, road construction, water development)
Development, creation, and/or maintenance of fuel breaks and fire breaks, including shaded fuel breaks	Home hardening, including but not limited to: • Roof upgrades or replacements • Fire resistant siding • Metal gutters and vents
Fuels reduction beyond defensible space adjacent to at-risk communities.	Fire suppression training (unless course is a requirement for prescribed fire qualifications)
Removal of standing woody vegetation by cutting, piling and burning.	Fire suppression equipment and apparatus
Removal of standing woody vegetation by cutting and chipping.	Drones
Removal of standing woody vegetation using a mechanical mulcher or masticator type equipment mounted on mobile equipment.	
Reduction of hazardous fuels through the application of prescribed fire.	
Vegetation management (pruning, mowing, chemical treatment, grazing), including rights-of-ways for roads.	



Examples of Hazardous Fuels Reduction/ Restoration Projects	
Eligible	Ineligible
Maintenance of fuels projects. Up to two (2) maintenance treatment allowed per project during the grant term.	
Monitoring components of projects for effectiveness (must have established baseline)	
Prescribed fire training, including training on smoke management associated with prescribed fires	
Design and installation of dry hydrants and cisterns	
Purchase of mechanical equipment that meets, or does not exceed the following requirements: • Brush/wood chippers that are towable or mountable to a skid steer, compact track loader or tractor with a maximum chipping capacity of no more than 15 inches. • Self-propelled forestry mulchers up to a maximum 200 horsepower. • Forestry mulcher attachments designed for skid steers, compact track loaders, excavators or crawler dozers. • Heavy duty brush mowers that can be utilized for maintaining road rights-of-ways and fire breaks. • Trailers necessary to transport equipment that is determined eligible in this section, including box-type trailers to store and transport prescribed fire equipment.	
Purchase of equipment for brush/fuel disposal, such as air curtain burner/trench burner	



Examples of Hazardous Fuels Reduction/ Restoration Projects	
Eligible	Ineligible
Purchase of the following equipment and supplies to support the use of prescribed fire: • Personal protection equipment, including fire shelters and N95 filtering face respirators • Drip torches • Wildland hand tools • Backpack blowers • Chainsaws • Portable wildfire pumps • Wildland hose • Portable folding water tanks • Cache of air filtration units for use by the public	

Table 3 - Eligible Hazardous Fuels Reduction/Restoration Projects

Cost Share Match Requirements and Waivers

Matching Requirements

Cost-share is required for all applications funded under the CWDG Program. The cost share rates for this program are:

- not less than 10 percent for a grant awarded to develop or revise a CWPP; and
- not less than 25 percent for a grant awarded to carry out projects described in a CWPP that is not more than 10 years old.

This means Federal funding is available for up to 90 percent of eligible costs for developing or revising CWPPs and 75 percent for projects described in a CWPP. The non-Federal cost-share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the Federal share).

- Cash match is from the applicant's budget, such as personnel salary, fringe benefits, travel, equipment, and supplies, or cash provided by another party. Source of cash match cannot be derived from another Federal award or grant.
- In-Kind match is a non-cash contribution of value. A non-Federal entity's in-kind match must meet the following criteria:
 - Are verifiable from the non-Federal entity's records (See Appendix K for examples);
 - Are not included as contributions for any other Federal award;
 - Are necessary and reasonable for accomplishment of project or program objectives;
 - Are allowable under subpart E of 2 CFR 200;
 - Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;



- Are provided for in the approved budget when required by the Federal awarding agency; and
- Conform to other provisions of 2 CFR 200, as applicable.

Applicants cannot apply other Federal award funds toward the CWDG non-Federal cost share unless the other Federal statutory authority allows the funds to be used to meet cost-share requirements. Ultimately, the recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. If actual total project costs exceed the projected total project costs stated in the Federal award, the recipient will not receive any additional Federal funding and will be responsible for contributing additional funds above the required cost match. If actual total project costs are less than the projected total project costs stated in the Federal award, the recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

Cost-Share Waiver

The Forest Service may waive the cost-sharing requirement for a project that serves an underserved community. In considering a waiver for the cost-sharing requirement, please include in your waiver request sufficient supporting documentation to demonstrate that the community meets the threshold of vulnerable with a score 0.75 or above on the CDC Social Vulnerability Index, as compared to the nation, or meets the low-income descriptions we provide. To determine if your project qualifies for this cost-sharing requirement, please use CDC's Social Vulnerability Index for 2018, with tracts compared to the nation.

Pacific Island Cost-Share

Projects within the six Pacific Islands (Territory of American Samoa, Republic of Palau, Federated States of Micronesia, Territory of Guam, Commonwealth of Northern Mariana Islands, and the Republic of the Marshall Islands) do not require matching funds for proposals requesting \$500,000 or less as governed by statute. A waiver request is not necessary for Pacific Island proposals that fall within this requested amount.



AGENDA ITEM SUMMARY

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

5
10/3/22

Department: IT

WORK SESSION ☒ Meeting Date: 10-03-22

REGULAR AGENDA ☒ Meeting Date: 10-11-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
P.O. EXCEEDS DEPARTMENT HEAD SIGNATORY LIMIT. RECOMMEND BOCC CHAIR
COUNTER-SIGN PURCHASE ORDER

County Official signature & print name:  MARK DOTEN

Name of Employee/Stakeholder attending meeting: _____ MARK DOTEN

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 09/27/2022

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



CLALLAM COUNTY

Information Technology Department

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

09/23/2022

CDW-G (0000289)

120 South Riverside
Chicago, IL 60606

Attn: **Danny Higgins** dannhig@cdwg.com
Phn: 877.625.7671
Fax: 312.705.3457

P.O.#.....

Budget#....

SRF#.....

Dept.....

For.....

IT20220923

30701.411.59418.64.1290

N/A

Information Technology (IT)

Annual Renewal: Artic Wolf managed
detection

Network Services Renewal: "Artic Wolf" - Managed network and systems breach/security compromise detection and response notification system. Term 10-15-22 thru 10-14-23

Dear Danny:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
N/A	Annual Renewal: "Artic Wolf" - Managed network and systems breach/security compromise detection and response notification system. Term 10-15-22 thru 10-14-23	0.00	1	0.00
N/A	Artic Wolf MDR Users Lic CLD	97.00	450	43,650.00
N/A	Artic Wolf Managed Detection and Response license	75.00	170	12,750.00
N/A	Artic Wolf 200 Series 2x 10G SFP+ Sensor	2,475.00	1	2,475.00
N/A	Artic Wolf MDR Log Retention Lic 1 Yr	6.00	620	3,720.00
N/A	Arctic wolf platform license 1 access	0.00	620	0.00
Subtotal:				62,595.00
8.8% Tax:				5,508.36
Shipping:				0.00
Total:				68,103.36

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

Mark Ozias, Chair
Board of Clallam County
Commissioners

Xc:



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

MARK DOTEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES: Thanks!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWSX871	8/1/2022	ARCTIC WOLF RENWAL	3723164	\$68,103.36

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>ARCTIC WOLF MDR USER LIC OLD</u> Mfg. Part#: AW-MDR-USER Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	450	5839578	\$97.00	\$43,650.00
<u>Arctic Wolf Managed Detection and Response - license - 1 server</u> Mfg. Part#: AW-MDR-SE Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	170	5744220	\$75.00	\$12,750.00
<u>Arctic Wolf 200 Series 2x LOG SFP+ Sensor</u> Mfg. Part#: AW-MDR-2XX-S-10GT Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5787562	\$2,475.00	\$2,475.00
<u>ARCTIC WOLF MDR LOG RETENTION LIC 1Y</u> Mfg. Part#: AW-MDR-1YR Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	620	6124471	\$6.00	\$3,720.00
<u>Arctic Wolf Platform - license - 1 access</u> Mfg. Part#: AW-PLATFORM Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	620	6773750	\$0.00	\$0.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for

delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$62,595.00
SHIPPING	\$0.00
SALES TAX	\$5,508.36
GRAND TOTAL	\$68,103.36

PURCHASER BILLING INFO

Billing Address:
CLALLAM COUNTY
ACCTS PAYABLE
223 E 4TH ST STE 13
PORT ANGELES, WA 98362-3000
Phone: (360) 417-2000
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CLALLAM COUNTY
MARK DOTEN
223 E 4TH ST STE 13
PORT ANGELES, WA 98362-3000
Phone: (360) 417-2000
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Danny Higgins | (877) 625-7671 | dannhig@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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AGENDA ITEM SUMMARY

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

6
10/3/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** October 3, 2022

REGULAR AGENDA ☒ **Meeting Date:** October 11, 2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#7 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #7 between Department of Health and Clallam County Health and Human Services, which subtracts \$436,601 from the previous amendment. The reallocation or subtraction was an error on the part of DOH Consolidated Contract #6. This does not change the budget amount that Clallam County received.

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

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: September 28, 2022

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

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

CONTRACT NUMBER: CLH31005**AMENDMENT NUMBER: 7**

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:

<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>

- ☒ Adds Statements of Work for the following programs:
- Executive Office of Resiliency & Health Security-PHEP - Effective July 1, 2022
Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022
- ☒ Amends Statements of Work for the following programs:
- COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022
COVID-19 Care Coordination - Effective January 16, 2022
Foundational Public Health Services (FPHS) - Effective January 1, 2022
Injury & Violence Prevention Overdose Data to Action - Effective January 1, 2022
Maternal & Child Health Block Grant - Effective January 1, 2022
NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022
Office of Drinking Water Group A Program - Effective January 1, 2022
Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
Recreational Shellfish Activities - Effective January 1, 2022
- ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-7 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-6 Allocations as follows:

- ☐ Increase of _____ for a revised maximum consideration of _____.
- ☒ Decrease of \$436,601 for a revised maximum consideration of \$4,310,448.
- ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

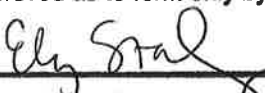
Unless designated otherwise herein, the effective date of this amendment is the date of execution.

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

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

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

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

APPROVED AS TO FORM ONLY
Assistant Attorney General

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: COVID-19 Care Coordination -
Effective January 16, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 16, 2022 through September 30, 2022

Statement of Work Purpose: To provide Clallam County with Care Coordination Services to identified populations of clients located in the County for the purposes of providing health and social services to support individuals who are in isolation and quarantine from the COVID-19. The LHJ, in combination with other entities under contract with DOH, will provide care coordination services using the COVID-19 Care Coordination System for supporting case investigation and contract tracing efforts 7 days a week. The LHJ shall provide all necessary personnel, equipment, materials, goods and services and otherwise do all things necessary for or incidental to the performance of the work as described below.

Revision Purpose: The purpose of this revision is to extend the period of performance from June 30, 2022 to September 30, 2022 and add \$40,704 in additional funding to support continuation of activities for the period of 07/01/22-09/30/22

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY20 ELC EDE CARE COORDINATION	7110820E	93.323	333.93.32	01/16/22	09/30/22	81,407	40,704	122,111
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						81,407	40,704	122,111

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Provide care coordination to clients using community health workers/community care coordinators who are trained in the COVID-19 Care Model and the Care Coordination System (CCS) using the Community Health Record and HealthBridge features.	Care coordination data entered in the DOH Community Health Record and Health Bridge	Daily	Reimbursement for actual costs not to exceed total funding allocation for specified funding period.
2	Track services to clients using the provided CCS to document and track progress and outcomes in the DOH Community Health Record.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Review contact tracing and case investigation information and track changes in client symptoms or needs via the DOH Community Health Record.			
4	Follow-up and ensure loop is closed on referrals to support client essential needs and supplies by documenting regularly in the Community Health Record.			
5	Through the Community Health Record System identify unserved and underserved individuals within the identified populations referred from community and statewide partners and enroll them as clients through the COVID-19 Care Model.			
6	Secure client signature or verbal consent as permissible of the DOH's Release of Information/Consent form and document in the DOH Community Health Record prior to the gathering of client protected health information (PHI).			
7	Work collaboratively and respectfully with other DOH advisory members, staff and local/regional community partners to identify community needs, review regional initiatives, evaluate COVID-19 Care Model results and support the DOH and local COVID-19 Care Model program goals and objectives.			
8	Support each CHW/CCC for enrichment and personal growth through required attendance at DOH required care coordination training sessions. Proper notice will be provided to the agencies and coordinators by DOH.			
9	Work with the DOH staff, according to DOH requirements, the CHW/CCC in the agency's charge, to achieve a high standard of care for its clients and high quality of service.			
10	Work and partner with local agencies collaboratively and respectfully to support coordinate or services to reduce risks face within the communities served; and			
11	The LHJ shall make an effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.			
12	The LHJ shall ensure that clients with limited English-speaking skills receive Language Access Services as outlined in Title VI of the Civil Rights Act of 1964, including but not limited to: ✓ Offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each client with limited English proficiency at all points of contact, in a timely			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	manner during all hours of operation. ✓ Provide to clients in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services. ✓ Assurance that the competence of language assistance provided to limited English proficient clients by interpreters and bilingual staff. Family and friends shall not be used to provide interpretation services (except on request by the client). ✓ Make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the Contractor's service area.			

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

Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

Program Specific Requirements

The LHJ shall include these requirements in all approved subcontracts.

DOH shall provide the LHJ with the appropriate and necessary training for informed consent and for data collected using the Care Coordination System.

Community Resources:

The LHJ shall make a reasonable and ongoing effort, throughout the contract period, to secure resources from private and public entities to supplement the administrative, operational, and development and training costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this program shall be kept current and on file in the office of the LHJ and shall be available for review upon request by DOH staff. Additionally, the LHJ shall support efforts to keep the COVID-19 Care Connect Washington Resource and Referral Directory (HealthBridge) updated with local resources (new, changed, removed) following DOH process and procedures to ensure that local Care Coordinators in the region are able to refer clients to necessary and needed resources.

Written Policies and Procedures/Documents on File:

Written policies and procedures, consistent with federal and state regulations, as applicable, shall be kept on file in the office of the LHJ and available for review at the request of DOH staff. Such policies and procedures shall include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy

In addition, the LHJ shall keep on file and available for review upon request by DOH staff, documents consistent with federal and state regulations, which shall include, but not be limited to:

- Latest Agency Audit
- Subcontractor Agreements

The LHJ shall include these requirements in all approved subcontracts

Responsibilities of DOH:

DOH will:

- Initiate the Community Health Record from referrals made to the State COVID-19 Care Center System.
- Refer clients to the LHJ.
- Develop referral network(s) with providers, clinics, community-based organizations, government, grassroots organization, as appropriate, and at the discretion of the local health jurisdictions, to increase the community members served and reached.
- Provide guidance, direction and training to the LHJ as outlined below:
 - ✓ Provide required training on the COVID-19 Care Coordination program, Community Health Record documentation, and other associated skills-building training to support the CHW/CCC workforce;
 - ✓ Provide or arrange for training for the Contractor's CHW/CCC in the COVID-19 Care Model method and in the use of the DOH Community Health Record System;
 - ✓ Support the Contractor in performing quality improvement and quality assurance activities;
 - ✓ Communicate and report the DOH COVID Care model results and achievements to contracted partners and the community using the Community Health Record System;
- Promptly communicate to the LHJ any change in the DOH COVID-19 Care Coordination program process or any other document or procedure related to the administration of activities performed by the LHJ.

Billing Requirements:

DOH will provide the LHJ an electronic Budget Workbook that includes electronic A19s (Invoice Vouchers). The LHJ will Submit A19s (Invoice Vouchers) monthly. Invoice Vouchers are due within 30 days following the month expenditures were incurred except for the month of June, when the A19 is due on July 10th.

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19 invoice vouchers.

Other:

Contractor - Primary Point of Contact	
Name: Karissa McLane	Title: Public Health Nurse Supervisor
Office Phone: 360-565-2612	Mobile Phone:
Email Address: kmclane@co.clallam.wa.us	
Mailing Address: 111 E. 3rd St. Port Angeles, WA 98362	

Washington State Department of Health – Primary Point of Contact	
Name: Robin Albrandt	Title: Regional Care Coordination Liaison
Office Phone:	Mobile Phone: 564-999-1569
Email Address: robin.albrandt@doh.wa.gov	
Mailing Address: PO Box 47855, Olympia, WA 98504-7855	

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: COVID-19 Mass Vaccination-FEMA -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 4

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

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

Statement of Work Purpose: The purpose of this statement of work is to establish the task activities, funding period, and billing details for cost reimbursement of FEMA-funded mass vaccination clinics in Washington state.

Revision Purpose: The purpose of this revision is to extend the period of performance from September 30, 2022 to June 30, 2023, add funding details for MASS VACCINATION CATZ 100%, add language to task 1, add a new task 2 for documentation, and add language to Program Specific Requirements.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
*MASS VACCINATION FEMA 100%	934V0200	97.036	333.97.03	01/01/22	09/30/22	0	0	0
*MASS VACCINATION CATZ 100%	934G0200	97.036	333.97.03	07/02/22	06/30/23	0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	0	0

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	*NOTE: Task activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH. DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional Incident Management Team (IMT) to administer the vaccine efficiently, quickly, equitably, and safely in all regions of			*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MI 934V0200) (See Program Specific Requirements below)

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Washington State. State Supported, Regionally Coordinated, Locally Implemented. The Local Health Jurisdiction submitted a Mass Vaccination plan to the Department of Health for approval. Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non-clinical facility (fairgrounds, arenas, etc.). Guidance on vaccination protocols must be followed as provided by DOH and CDC. The Department of Health modeled the State of Washington State Patrol Fire Mobilization framework to quickly implement and carry out the Mass Vaccination effort as outlined by FEMA. This process specifically implements contracting with local jurisdictions once capacity is exceeded to effectively carry out the emergency mission as efficiently, equitably, and quickly as possible on a Statewide basis. <i>Contracted partners need to be prepared to receive direction and updates at least monthly from <u>COVID-19 Vaccine Information for Healthcare Providers Washington State Department of Health on operational and regulatory guidance from CDC and DOH.</u></i>			
1A	The Department of Health contracted with regional incident management teams and/or regional incident management organizations and works in close coordination and cooperation with Local health jurisdiction (LHJ) to support the COVID-19 Mass Vaccination efforts. The LHJ meets with the contract manager at the department a minimum of once a month and has ongoing conversations around planning and scheduling of mass vaccination efforts as needed. DOH will coordinate with the LHJ and regional IMT/IMO around planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH.	Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Request for regional IMT should be submitted through the normal process through WebEOC. DOH will coordinate with the LHJ and regional IMT/IMO regarding carrying out the filed mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district. Provide any information as requested by the regional IMT.			
1B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds \$5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.	Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.	Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.	Daily	
1D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).	Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	
2	<i>Documentation for closeout: Provide backup documentation for the cost summary workbooks submitted for cost reimbursement. Staff time, supplies, and equipment purchases under \$5,000 (with written approval from the Department of Health FEMA team) will be allowed to provide the required documentation for project closeout with FEMA. Each employee will need to fill out a category Z workbook with their time worked on documentation daily and will be required to submit it to the DOH FEMA team monthly. Any costs incurred prior to January 21, 2021, will need to be identified and submitted on prior written approval by DOH FEMA team.</i>	• Payroll Policies • Pull payroll documents from your system of record • Time sheets • Receipts/Invoices for any expenses that are not payroll related • Executed Contract Documents with Sub-Contractors • Equipment records of LHJ-owned equipment that are on the 2019 FEMA equipment rate list, otherwise they are supplies/commodity costs	Monthly	<i>*Reimbursement of eligible costs.</i> <i>MASS VACCINATION CATZ 100% Funding (MI 934G0200)</i> <i>(See Program Specific Requirements below)</i>

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

Federal Funding Accountability and Transparency Act (FFATA)

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

Program Manual, Handbook, Policy References

Emergency Response Plan (or equivalent)

Medical Countermeasure/Mass Vaccination Plan

Language Access Planning Tool

Billing Requirements:

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

Contract Master Index (MI) Code: 934V0200 General Mass Vaccination

BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:

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

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH *using CATZ funds for documentation from July 2, 2022 through June 30, 2023.*

Eligible costs from the timeframe of January 1, 2022 through September 30, 2022 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

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

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

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

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

Revision Purpose: NA

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 PHEP BP4 LHJ Funding	31102480	93.069	333.93.06	07/01/22	06/30/23	0	58,979	58,979
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	58,979	58,979

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

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

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Trauma-Informed Practice • Outward Mindset • Growth Mindset • Racial Equity and/or Social Justice • Community Resilience • Climate Change and Health Equity • Related topics – prior approval from EPRR required for training topics other than those listed above. Note: Prior approval from DOH/EPRR is required for any out-of-state travel.			
7 All LHJs Note for RERCs	Domain 1 Community Resilience Capability 1 Community Preparedness Connect with new and/or existing partners to develop working relationships that promote capabilities, capacity, and community resilience, including, but not limited to: • Local and/or regional Emergency Manager(s). • Local and/or regional hospitals. • Local and/or regional elected officials. • Local and/or regional Community Health Workers (CHWs). • Local and/or regional organizations that work with groups disproportionately impacted by public health emergencies or incidents. (For RERCs, this may include some or all the groups identified in Activity 8)	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
8 RERCs for their LHJ	Domain 1 Community Resilience Capability 1 Community Preparedness – Disproportionately Impacted Populations Update and maintain LHJ plan(s) to mitigate barriers and other issues facing populations at risk of experiencing disproportionate impacts of public health emergencies or incidents. 8.1 Identify populations in the LHJ at risk of experiencing disproportionate impacts of public health emergencies or incidents. Populations may include race/ethnicity, disability, age, geography, and other factors as appropriate for LHJ.	Mid- and end-of-year reports on templates provided by DOH. Plans available upon request.		

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

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
11 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Gather and submit data for LHJ performance measure 3: Percent of Corrective Action Plan items completed by due date. Notes: • Develop corrective action plans following the Homeland Security Exercise and Evaluation Program (HSEEP). • DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 3)	June 30, 2023	
12 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Based on availability of training, participate in at least one Public Health Emergency Preparedness Training provided by region, DOH, DOH-contracted partner, or DOH-approved trainer in person or via webinar. Notes: • DOH will work with regions and LHJs to customize and schedule training(s). • Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above. • For Seattle-King County and Tacoma-Pierce County, the LHJ is the region	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
13 RERCs for their PHEP region	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Participate in quarterly DOH Training & Exercise Call (unless cancelled). Call topics may include, but not limited to: • Training and exercise opportunities. • Delivery of training and exercises. • Training and exercise opportunities.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Note: For Seattle-King County and Tacoma-Pierce County, the LHJ is the PHEP region.			
14 LERCs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 14.1 Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs. 14.2 Provide input to Regional Emergency Response Coordinators (RERCs) for Integrated Preparedness Planning Workshop Guide. 14.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	14.2 Input to RERCs Mid-year report on template provided by DOH 14.3 Participation in IPPW.	14.2 As requested by RERCs December 31, 2022 14.3 As requested by DOH.	
15 RERCs with their PHEP region except Seattle-King and Tacoma-Pierce	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 15.1 Work with Local Emergency Response Coordinators (LERCs) in region to review regional public health preparedness and response capabilities and identify gaps, priorities, and training needs. 15.2 Complete Integrated Preparedness Planning Workshop Guide with input from LERCs in region. Guide will be provided by DOH. 15.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	Mid-year report on template provided by DOH. 15.2 Completed Integrated Preparedness Planning Workshop Guide. 15.3 Participation in IPPW.	December 31, 2022 15.3 As requested by DOH.	
16 Seattle-King and Tacoma-Pierce	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 16.1 Review LHJ preparedness and response capabilities and identify gaps, priorities, and training needs. 16.2 Complete Integrated Preparedness Planning Workshop Guide. Guide will be provided by DOH.	Mid-year report on template provided by DOH. 16.2 Completed Integrated Preparedness Planning Workshop Guide. 16.3 Participation in IPPW.	December 31, 2022 16.3 As requested by DOH.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	16.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.			
17 RERCs for their LHJ	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Participate in one or more exercises or real-world incidents testing each of the following: - The process for requesting and receiving resource support - The process for gaining, maintaining, and sharing situational awareness of, as applicable: - The functionality of critical public health operations - The functionality of critical healthcare facilities and the services they provide - The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications) - Number of disease cases - Number of fatalities attributed to an incident - Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report - Emergency Operations Center (EOC) or Incident Command System (ICS) activation Note: The communication drill (Activity 22) does not meet the requirement for participation in an exercise or real world event.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
18 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 18.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. 18.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
19 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Complete or participate in After Action Reports (AARs) after each incident or exercise. Notes: - An AAR may be completed part-way through an extended response, for example, COVID-19. - Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. - Include name, title, and organization of each participant in documentation (AAR). - Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting.	Mid- and end-of-year reports on template provided by DOH. After-Action Report(s)/Improvement Plan(s)	December 31, 2022 June 30, 2023	
20 All LHJs except Seattle-King	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Coordinate or participate in a county Emergency Support Function (ESF) 8 AAR for COVID-19. Participants include, but not limited to: - Local Health Officer - Public Health Official(s) - Emergency Manager - Regional Health Care Coalition - Local and regional hospitals, if in your county - Federally Qualified Health Center(s), if in your county - Accountable Community of Health - Emergency Medical Services Medical Program Director - County Coroner or Medical Examiner Notes: - Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. - Include name, title, and organization of each participant in documentation (AAR).	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. - This may be completed part-way through the COVID-19 response. - This AAR may be used to meet the requirement above as well (Activity 19).			
21 Seattle-King	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 21.1 Participate in and contribute to AAR(s) convened by ESF 8 partners and stakeholders such as emergency management and healthcare coalitions. 21.2 Compile key themes from partners' AARs into an ESF 8 AAR. The ESF 8 AAR should also include corrective actions gathered by reviewing documents and conducting hotwashes, interviews, and surveys of ESF 8 partners and stakeholders that did not conduct or were not included in other regional AARs Notes: - Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. - Include organization of each participant in documentation (AAR). - Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. - This may be completed part-way through the COVID-19 response - This AAR may be used to meet the requirement above as well (Task #19).	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	
22 All LHJs	Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication 22.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following	Mid- and end-of-year reports on templates provided by DOH. If you use a real-world event to meet 22.2, 22.3, and 22.4, submit hotwash or AAR with report.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	information on the public health communicator online collaborative workspace (for example, Basecamp). 22.2 Participate in at least one risk communication drill offered by DOH between July 1, 2022, and June 30, 2023. Drill will occur via webinar, phone, and email. DOH will offer one July 1 – December 31, 2022, and one drill between January 31 – June 30, 2023. 22.3 Conduct a hot wash evaluating LHJ participation in the drill (22.2). 22.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. Notes: • Participation in a real world event may meet the requirement for 22.2, 22.3, and 22.4. • If the real-world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication strategies to date or include a summary of communication activities and one sample of communication in mid-year or end-of year report.	If the real-world event is ongoing, submit hotwash or AAR, or brief summary of communication activities and one sample of communication with report.		
23 All LHJs	Domain 3 Information Management Capability 4 Emergency Public Information and Warning Gather and submit data for LHJ performance measure 7: Amount of time to identify and implement communication strategies during a response or exercise. Notes: • The target is within the first six hours. • DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 7)	June 30, 2023	
24 All LHJs	Domain 3 Information Management Capability 6 Information Sharing	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	24.1 Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as primary notification system. 24.2 Participate in DOH-led notification drills. 24.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system. Notes: - Registered users must log in quarterly at a minimum. - DOH will provide technical assistance to LHJs on using WASECURES. - LHJ may choose to use another notification system <u>in addition to</u> WASECURES to alert staff during incidents.			
25 RERCs for their PHEP region	Domain 3 Information Management Capability 6 Information Sharing 25.1 Participate in quarterly DOH-led WASECURES Users Group, 25.2 Provide technical assistance to LHJs in PHEP region as needed. (<i>Except Seattle-King and Tacoma-Pierce, for these LHJs, the LHJ is the PHEP region.</i>)	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
26 All LHJs	Domain 3 Information Management Capability 6 Information Sharing Provide Essential Elements of Information (EIs) during incident response upon request from DOH. Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
27 All LHJs RERCs additional activity	Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution	Mid- and end-of-year reports on template provided by DOH. Updated MCM plan.	December 31, 2022 June 30, 2023 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Note for CRI LHJs	Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or PHEP Region. RERCs – Gather input and provide technical assistance to LERCs in PHEP region, as needed. MCM plans include: • Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy). (LHJ PM 5, see activity #28) Notes • DOH will provide technical assistance to LHJs on core elements of an MCM plan, including hosting MCM planning sessions. • LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan. • LHJ Performance Measure data is due June 30, 2023. LHJs will report data for LHJ PM 5, see activity #28. • CRI LHJs – See also CRI activity #4.			
28 All LHJs	Domain 4 Countermeasures and Mitigation Capability 9 Medical Countermeasures Management and Distribution Gather and submit data for LHJ performance measure 5: Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy).	LHJ performance measure data (PM 5)	June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
29 RERCs for their LHJs	Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions Update and maintain logistical support plans for individuals placed into isolation or quarantine (this need not include identification of quarantine facilities). Notes: - Plans must meet requirements defined in Washington Administrative Code (WAC) 246-100-045. - LHJ may also conduct a drill or tabletop exercise to exercise plans.	Mid- and end-of-year reports on template provided by DOH. Plans available upon request.	December 31, 2022 June 30, 2023	
30 RERCs for their LHJs	Domain 4 Countermeasures and Mitigation Domain 14 Responder Safety and Health Develop and/or update Responder Safety and Health Plan describing how the safety and health of LHJ responders will be attended to during emergencies.	Mid- and end-of-year reports on templates provided by DOH. Plan available upon request.	December 31, 2022 June 30, 2023	
31 All LHJs	Domain 5 Surge Management Capability 10 Medical Surge Engagement with regional Health Care Coalition (HCC) or Healthcare Alliance: - Northwest Healthcare Response Network (Network) - Regional Emergency and Disaster (REDi) Healthcare Coalition - Healthcare Alliance (Alliance) During each reporting period (see notes below), participate in one or more of the following activities: - Meetings - Communication - Regional meeting, in person or virtually. - Subgroup (catchment area, committee, district, etc. (meeting in person or virtually) - Discussions pertaining to ESF8 and HCC or Alliance roles and responsibilities. - Development of Disaster Clinical Advisory Committee (DCAC) meetings. May include identifying local clinical participants, attending meetings via webinar and reviewing planning efforts.	Briefly describe engagement in mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Planning - Planning process to inform on the roles and responsibilities of public health, including reviewing HCC or Alliance plans for alignment with local ESF8 plans. - Drills and Exercises - Drill or exercise, including redundant communications, WATrac, Medical Response Surge Exercise (MRSE), or other drills and exercises to support planning and response efforts. - Response - Information sharing process during incidents. - Coordination with HCC or Alliance during responses involving healthcare organizations within your jurisdiction. Notes: - Reporting periods are July 1 – December 31, 2022 and January 1 – June 30, 2023 - LHJs in HCC or Alliance regions: - Alliance: Clark, Cowlitz, Klickitat, Skamania and Wahkiakum. - Network: Clallam, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Seattle-King, Skagit, Snohomish, Tacoma-Pierce, Thurston, and Whatcom. - REDi: Adams, Asotin, Benton-Franklin, Chelan-Douglas, Columbia, Garfield, Grant, Kittitas, Lincoln, NE Tri, Okanogan, Spokane, Walla Walla, Whitman, and Yakima.			
32 All LHJs	Domain 5 Surge Management Capability 10 Medical Surge Gather and submit data for LHJ performance measure 8: Percent of Critical Healthcare Facilities whose functional status can be assessed by the local health jurisdiction in an emergency. Notes: “Critical Healthcare Facilities” are hospitals, skilled nursing facilities, blood centers, and dialysis centers.	LHJ performance measure data (PM 8)	June 30, 2023	

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

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
LHJ Request Kitsap 3	3.1 Compile regional data on notifiable conditions and issues of public health concern. These data are posted and updated regularly on the Kitsap, Clallam, and Jefferson LHJ websites. 3.2 Compile and distribute data on Populations with Access and Functional Needs for Kitsap, Jefferson, and Clallam to support equitable emergency preparedness and response work.	Mid- and end-of-year reports on templates provided by DOH. Website screenshots available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 1	Maintain Medical Reserve Corp (MRC) program coordination activities including recruitment, registration, training, engagement, meetings, and documentation.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 2	As the Region 9 lead, provide support, resources, and assistance to Region 9 LHJs and tribes.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 3	Update and maintain agreements and/or subcontracts with partners to provide needed services and resources for incident response.	Mid- and end-of-year reports on templates provided by DOH. Agreements and subcontracts available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 2	Participate in planning with local healthcare partners and community stakeholders to support local emergency preparedness on tasks not led by HCCs.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 3	Participate in planning with Environmental Health partners and community stakeholders to support local emergency preparedness tasks.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 4	Participate in alternate care system planning lead by regional partners and the healthcare coalition to inform a coordinated operational multi-regional response plan.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Thurston 1	Domain 5 Surge Management Capability 15 Volunteer Management 1.1 Maintain a Medical Reserve Corps (MRC) unit. 1.2 Maintain and update policies and procedures to recruit, training, mobilize and deploy volunteers registered by the	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	local jurisdiction to support health and medical response operations. 1.3 Identify target mission sets for development within the MRC unit.			

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

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

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

Special Requirements:

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

Submit deliverables to the Emergency Preparedness, Resilience & Response ConCon deliverables mailbox at concondeliverables@doh.wa.gov, unless otherwise specified.

Restrictions on Funds:

Please reference the Code of Federal Regulations:

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

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

Funding Source ☐ Federal <Select One> ☒ State ☐ Other	Federal Compliance (check if applicable) ☐ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☐ Reimbursement ☒ Periodic Distribution
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to specify how state funds for Foundational Public Health Services (FPHS) will be used for the period of performance. Per RCW 43.70.512, these funds are for the governmental public health system to deliver FPHS services statewide in the most effective, efficient and equitable manner possible with the funds available.

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

These funds are to be used as directed and allocated by the FPHS Steering Committee. As the global COVID-19 pandemic and the public health response to it continues and begins to abate, these FPHS funds can be braided with and used to supplement other short-term pandemic response funding as needed for FPHS activities during this period of performance through 06/30/22. Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

Note:

The total SFY22 funding allocation is for the period of July 1, 2021 through June 30, 2022. The funding allocations will be divided into two six-month lump sum amounts that will be disbursed at the beginning of each six month period as follows: July 1, 2021; January 1, 2022. The July payment will be disbursed upon completion of the FPHS Annual Report.

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

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

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

Revision Purpose: Changing Period of Performance end date to June 30, 2022 to reflect this work and funding associated to SFY22. Also removing the funds associated with FPHS-LHJ-PROVISO (YR2) as it's now reflected in the Statement of Work effective July 1, 2022.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Decrease (-)	Total Allocation
FPHS-LHJ-PROVISO (YR1) Note: Total YR1 allocation is for SFY22 (07/01/21-06/30/22)	99202111	N/A	336.04.25	01/01/22	06/30/22	690,000	0	690,000
FPHS-LHJ-PROVISO (YR2)	99202112	N/A	336.04.25	07/01/22	06/30/23	690,000	-690,000	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						1,380,000	-690,000	690,000

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

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	In coordination with FPHS Steering Committee and Subject Matter Expert (SME) workgroups FPHS funds are to be used to increase delivery of FPHS services statewide as measured through FPHS annual reporting, indicators, metrics and other data compiled and analyzed by contractors, DOH and Subject Matter Expert (SME) Workgroups. Results are published in the annual FPHS Investment Report. FPHS indicator metrics available here .	Routine reporting of spending and spending projections. Process and reporting template TBD and provided by the FPHS Steering Committee via DOH. FPHS annual reporting (template provided by the FPHS Steering Committee via DOH).	TBD For SFY22 (07/01/21 – 06/30/22) due by 08/15/22 ~~For SFY23 (07/01/22 – 06/30/23) due by 08/15/23~~	Each year, the July payment will be disbursed upon completion of the FPHS Annual Report.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Reinforcing Capacity – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, provide FPHS Communicable Disease (CD), Environmental Public Health (EPH), Assessment (Surveillance & Epidemiology) and / or any or all of the other FPHS Cross-cutting Capabilities (CCC) as defined in the most current version of the FPHS definitions. Suggested BARS expenditure codes: 652.xx - 10-17, 20, 21, 23-29, 40-53.			
2	Assessment – CHA/CHIP (FPHS definitions G.3) – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, conduct and complete a comprehensive community health assessment and identify health priorities arising from that assessment, including analysis of health disparities and the social determinants of health as defined in the most current version of the FPHS definitions. • Conduct a local and/or regional comprehensive community health assessment (CHA) every three to five years in conjunction with community partners. • Develop a local and/or regional community health improvement plan (CHIP) in conjunction with community partners. These funds can be used for any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other LHJs for staff time or services. Coordinate with the Spokane Regional Health District to participate in <u>County Health Insights</u> . Suggested BARS expenditure codes: 562.11.			
3	Communicable Disease (CD) (FPHS definitions C.1, 2, 3, 4, 6) – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, provide FPHS CD services as defined in the most current version of the FPHS definitions. These funds can (and actually are intended to) be braided with temporary pandemic emergency funding such that when those funds run out, FPHS funds can be used to retain staff there were hired with pandemic emergency funds if the jurisdictions desires to retain them and/or to hire additional staff if needed and/or contract with other LHJs for staff time or services for delivering FPHS CD. As the pandemic response wains, staff funded with FPHS funds are to shift focus to providing some or all of the FPHS CD services. This includes maintaining access to and use of data systems created during the pandemic and others under development and case investigation and contact tracing for sexually transmitted disease and other communicable and notifiable conditions within the mandated timeframes. Emphasis should be placed on addressing syphilis and gonorrhea cases. 1. Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other notifiable conditions. 2. Identify statewide and local community assets for the control of communicable diseases and other notifiable conditions, develop and implement a prioritized control plan addressing communicable diseases and other notifiable conditions and seek resources and advocate for high priority prevention and control policies and initiatives regarding communicable diseases and other notifiable conditions. 3. Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates. 4. Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines. Suggested BARS expenditure codes: 562.xx – 20, 21, 23-29.			
4	Communicable Disease – Hepatitis C (FPHS definitions C.4.o-p) – <u>These funds are to select LHJs to deliver FPHS in their own jurisdiction.</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, address Hepatitis C cases in the jurisdiction per guidance developed by the statewide FPHS Communicable Disease Workgroup, including, but not limited to: shared priorities, standardized surveillance, minimum standards of practice, common metrics and staffing models. The allocation of these funds is based on burden of disease using the most current Hepatitis C data. Allocations will be revised biennially using updated data. The priorities for the 2021-2023 biennium (July 2021 – June 2023):			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Surveillance – entering labs into Washington Disease Reporting System (WDRS), enter acute cases into WDRS. - Investigation – focus on acute cases: people aged 35 or younger, newly diagnosed, pregnant women, people seen in the ED/inpatient, Black, Indigenous and People of Color, or other historically marginalized population, and incorporate Hepatitis B work. Suggested BARS expenditure codes: 562.24.			
5	Environmental Public Health (EPH) (FPHS definitions B.3 & 4) – <u>These funds are to each LHJ to deliver services in their own jurisdiction.</u> In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, these funds are for each LHJ to deliver FPHS EPH services in their jurisdiction as defined in the most current version of the FPHS definitions and supplement existing funding specifically for: - Develop, implement and enforce laws, rules, policies and procedures for maintaining the health and safety of retail food service inspections and shellfish monitoring, that address environmental public health concerns. (B.3.b) - Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of wastewater and facilities, including onsite septic design and inspections, wastewater treatment and reclaimed water, that address environmental public health concerns. (B.3.e) - Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of solid waste and facilities, including hazardous waste streams (e.g. animal waste, solid waste permitting and solid waste inspections), that address environmental public health concerns. (B.3.f) - Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of schools, including through education and plan review that address environmental public health concerns. (B.3.g) These funds can be used to retain, hire and/or contract with other LHJs for staff time or services and for staff training as needed to provide the following FPHS EPH services that are not appropriately funded with fees. Each LHJ will be responsible to report on their progress on FPHS deliverables even if contracted with other LHJs (FPHS funds are intended to build capacity and not intended to justify the reduction of existing fee revenue): - Food Safety (FPHS definitions B.3.b.) – Respond to food safety concerns that are not appropriately funded such as foodborne illness threats, requests for technical assistance and addressing new and emerging business models. Every local jurisdiction in Washington is expected to respond to foodborne illness outbreaks, food safety inquiries and provide preventative education for the general public and technical assistance. - Sewage Safety (FPHS definitions B.3.e-f) – Respond to sewage concerns and public health threats and provide technical assistance that are not appropriately funded to ensure that sewage is handled appropriately to limit potential exposure to sewage. Every local jurisdiction in Washington is expected to ensure sewage is properly managed. On-Site Septic (OSS) permitting, enforcement and providing technical assistance and education to OSS owners are fee funded activities and should be funded through fees or local government who sets the fees. These FPHS funds provide resources to support activities for which a fee cannot be charged such as: responding to OSS failures, surfacing sewage, OSS safety concerns, and similar issues. These funds can also be used for concerns related to large on-site sewage systems, other OSS-related concerns that do not involve locally permissible systems, and other sewage-related issues, regardless of whether they are related to a fee-for-service activity. Examples of activities FPHS funds can be used for: - Work with partners to educate and inform public on OSS monitoring and maintenance - Work with the public, policy makers and partners to assess needs and develop plans and solutions for wastewater management in their communities. - Respond to complaints, act as needed, and assure that failing OSS are identified and promptly repaired. - Conduct Pollution Identification and Correction (PIC) investigations where water quality is impaired to identify failing septic systems and other pollution sources. - Ensure that sewage from both OSS and other sources is adequately handled to create barriers to potential exposure to sewage. - Adequate qualified staff to evaluate proposals, inspect new installations and repairs, assess cause of OSS failure, and comply with requirements in state law.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Schools Safety (FPHS definition B.3.g) – Assure safe and effective learning environments for children attending K-12 schools – public, private and parochial. Every local jurisdiction in Washington is expected to work collaboratively with DOH, ESDs and local school districts and use the model program to assure consistency to regularly evaluate each K-12 for health and safety concerns and provide mandated services per WAC 246-366. Initial priorities include: - Build partnerships with school officials, local boards of education, parent teacher associations, education service districts, and other school focused entities. - Participate with statewide public health groups to standardize school program implementation. - Focus on schools that have not previously been inspected to assess current conditions - Focus on existing elementary schools for first phase of inspections program - Indoor Air Quality - Classroom - Healthy cleaning and indoor environments - Playground - Drinking water (lead) Suggested BARS expenditure codes: 562.xx – 40-53.			

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

Program Specific Requirements

Program Manual, Handbook, Policy References:

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

Special References (i.e., RCWs, WACs, etc.):

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

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

Definitions:

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

Special Instructions:

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

336.04.24 – County Public Health Assistance

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

336.04.25 – Foundational Public Health Services

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

Public Health Budgeting, Accounting and Reporting System (BARS) Resources: www.doh.wa.gov/lhifunding

DOH Program Contact

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

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

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through August 31, 2022

Statement of Work Purpose: Clallam County Health & Human Services (CCHHS) will support strategies 5, 6 and 9. CCHHS will reduce unintentional opioid overdoses through improved opioid overdose data-gathering, and by direct outreach and service coordination for people who have a non-fatal overdose. CCHHS will partner with local first responders to develop a comprehensive and timely data-sharing process for opioid overdoses which will augment currently available emergency department data to better understand the scope and direction of the opioid epidemic. This data will be used to develop and implement strategies to strengthen local evidence-based approaches to prevention, intervention and referral to treatment. Develop an overdose fatality review committee.

Revision Purpose: The purpose of this revision is to add an activity under strategy 9.

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

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

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

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

Federal Funding Accountability and Transparency Act (FFATA)

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

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

Program Specific Requirements

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

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

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

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

Billing Requirements:

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

Special Instructions:

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

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

Other:

These funds are a continuation of contract CLH18239.

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

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: September 1, 2022 through August 31, 2023

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

Revision Purpose: N/A

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

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Strategy 5: Start an Overdose Fatality Review group that will review all fatal overdoses that have occurred in Clallam County and identify any missed opportunities for prevention and intervention that may have prevented the overdose death (for both stimulant and opioid fatalities).	Progress report: Report on process and progress of OFR committee. Once established, report number of OFRs completed, findings, recommendations, and next steps/use of findings. Demonstrate how work aligns with Overdose Data to Action (OD2A) logic model.	Quarterly progress reports to DOH for all tasks. Due Dates: September-November due December 9, 2022. December-February due March 10, 2023. March-May due June 9, 2023.	Monthly invoices for actual cost reimbursement will be submitted to DOH. Total of all invoices will not exceed \$87,000 through August 31, 2023. (See Special Billing Requirements below.)
2.	Strategy 6: Track current drug use patterns and overdose history and link overdose survivors to harm reduction and treatment services. Since stimulant overdoses are not a reportable condition in Clallam County, collect non-HIPPA	Progress report: Describe program design, procedures, and policies. Describe successes, challenges, and ongoing		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	data for stimulant overdoses through ESSENCE and only follow up with an individual if the overdose is disclosed in the SSP by those individuals. Continue to investigate and track all opioid overdoses that occur within the county.	changes to program. Demonstrate how work aligns with OD2A logic model.	June-August final report for this funding period due September 29, 2023.	
3.	Strategy 6: Establish linkages to care for people who have experienced opioid overdose including linking stimulant overdose survivors to evidenced-based treatment and wraparound services as needed.	Progress report: Report on how awareness and coordination of care was improved. Are there any changes in number of referrals or amount of awareness for evidence-based treatment? Were any policies or procedures developed?		
4.	Strategy 9: The Prevention Specialist will connect with MOUD providers and other treatment programs, as well as community outreach to people who use drugs. Clallam County will continue to distribute small items purchased in Y3 to overdose survivors and SSP participants to help encourage engagement in the program including personal hygiene items and warm clothes and supplies. Clallam County will continue social media advertising to reach individuals who are at risk of overdose due to polysubstance use. The prevention specialist will work with the communications team to develop materials for social media advertisements. The county plans to secure funding to pay for the placement of the ads. Clallam County will distribute naloxone (DOH provides us with naloxone) and fentanyl test kits to people who use drugs and other community members when appropriate.	Progress report: Report on outreach endeavors with community partners. How was awareness increased on safer use practices? Provide media plan and data of outcomes. Report when fentanyl test strips are distributed, number of test kits distributed, and any feedback received. Demonstrate how work aligns with OD2A logic model.		
5.	Participate in quarterly calls with DOH and other grant partners. Share lessons learned and successes. More frequent one on one calls with DOH when needed.	Collaboration with other partners and DOH to improve statewide efforts to address the opioid/all drug epidemic.		

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

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

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

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

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

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

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

Billing Requirements:

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

Special Instructions:

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

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Maternal and Child Health Block Grant - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

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

Statement of Work Purpose: The purpose of this statement of work (SOW) is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to provide additional funding, add activities and deliverable due dates, and extend the period of performance and funding period from September 30, 2022 to September 30, 2023 for continuation of MCHBG related activities.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 MCHBG LHJ CONTRACTS	78101221	93.994	333.93.99	01/01/22	09/30/22	56,264	0	56,264
FFY23 MCHBG LHJ CONTRACTS	78101231	93.994	333.93.99	10/01/22	09/30/23	0	66,916	66,916
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						56,264	66,916	123,180

Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration				
1a	Report actual expenditures for the six-month period October 1, 2021 through March 31, 2022	Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	May 27, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
1b	Develop 2022-2023 MCHBG Budget Workbook for October 1, 2022 through September 30, 2023 using DOH provided template.	Submit MCHBG Budget Workbook to DOH contract manager	September 9, 2022	
1c	Participate in DOH sponsored MCHBG fall regional meeting.	Designated LHJ staff will attend regional meeting.	September 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
1d	Report actual expenditures for October 1, 2021 through September 30, 2022.	Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	December 2, 2022	See Program Specific Requirements and Special Billing Requirements.
1e	Develop 2022-2023 MCHBG Budget Workbook for October 1, 2022 through September 30, 2023 using DOH provided template.	Submit MCHBG Budget Workbook to DOH contract manager.	September 9, 2022	
1f	Report actual expenditures for the six-month period from October 1, 2022 through March 31, 2023.	Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 19, 2023	
Implementation				
2a	Report activities and outcomes of 2022 MCHBG Action Plan using DOH- provided template.	Submit quarterly Action Plan reports to DOH Contract manager.	January 15, 2022 April 15, 2022 July 15, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
2b	Develop 2022-2023 MCHBG Action Plan for October 1, 2022 through September 30, 2023 using DOH-provided template.	Submit MCHBG Action Plan to DOH contract manager.	Draft August 19, 2022 Final- September 9, 2022	
2c	Report activities and outcomes of 2023 MCHBG Action Plan using DOH- provided template.	Submit monthly Action Plan reports to DOH Contract manager.	July-Sept 2022 quarterly report due October 15, 2022 November 15, 2022 December 15, 2022 January 15, 2023 February 15, 2023 March 15, 2023 April 15, 2023 May 15, 2023 June 15, 2023 July 15, 2023 August 15, 2023 September 15, 2023	
2d	Develop 2023-2024 MCHBG Action Plan for October 1, 2023 through September 30, 2024 using DOH-provided template.	Submit MCHBG Action Plan to DOH contract manager.	Draft- August 18, 2023 Final- September 8, 2023	
Children and Youth with Special Health Care Needs (CYSHCN)				
3a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance.	Submit CHIF data into Secure Access Washington website: https://secureaccess.wa.gov	January 15, 2022 April 15, 2022 July 15, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only

Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
3b	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds to meet the need.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
3c	Work with partners to share updated local CYSHCN resources with Within Reach / Help Me Grow (HMG).	Review resources for your local area on ParentHelp123.org annually for accuracy and submit any updates to Within Reach.	September 30, 2022	
3d	<i>Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance.</i>	<i>Submit data to DOH per CYSHCN Program guidance.</i>	<i>October 15, 2022 January 15, 2023 April 15, 2023 July 15, 2023</i>	
3e	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds as needed.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	
3f	Work with partners to share updated local CYSHCN resources with Within Reach / Help Me Grow (HMG).	Review resources for your local area on ParentHelp123.org annually for accuracy and submit any updates to Within Reach.	September 30, 2023	

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

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal subrecipient funding.)

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

*All training costs and all travel expenses for such training (for example: per diem, hotel, registration fees) must be pre-approved, unless identified in preapproved Budget Workbook. Submit a paragraph to your Community Consultant explaining why the training is **necessary** to implement a strategy in the approved work plan. Details should also include total cost of the training and a link to or brochure of the training. Retain a copy of the Community Consultant's approval in your records.*

Program Manual, Handbook, Policy References:

Children and Youth with Special Health Care Needs Manual -

<https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/LocalHealthResourcesandTools/MaternalandChildHealthBlockGrant/ChildrenandYouthWithSpecialHealthCareNeeds>

Health Services Authorization (HSA) Form

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx>

Restrictions on Funds:

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
 - a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
 - b. Cash payments to intended recipients of health services.
 - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
 - d. Meeting other federal matching funds requirements.
 - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
 - f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

Monitoring Visits: Telephone calls with DOH contract manager as needed.

Billing Requirements: Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted quarterly by the 30th of each month following the quarter in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the "Total Consideration" will not be accepted or approved.

Special Instructions: Contact DOH contract manager *below* for approval of expenses not reflected in approved budget workbook.

MCHBG funds may be expended on COVID-19 response activities that align with maternal and child health priorities. Examples may include:

- Providing support in educating the MCH population about COVID-19 through partnerships with other local agencies, medical providers, and health care organizations.
- Working closely with state and local emergency preparedness staff to assure that the needs of the MCH population are represented.
- Funding infrastructure that supports the response to COVID-19. For example, Public Health Nurses who are routinely supported through the Title V program may be able to be mobilized, using Title V funds or separate emergency funding, to support a call center or deliver health services.
- Partnering with parent networks and health care providers to provide accurate and reliable information to all families.
- Engaging community leaders, including faith-based leaders, to educate community members about strategies for preventing illness

Restrictions listed above continue to apply.

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Period of Performance: January 1, 2022 through November 30, 2023

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to protect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

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

Revision Purpose: The purpose of this revision is to extend the period of performance and funding end date from September 30, 2022 to November 30, 2023.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change None	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	11/30/23	311,808	0	311,808
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						311,808	0	311,808

GOALS & MEASURABLE OBJECTIVES

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

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

Number of hotspots identified	Hotspots found	5
Number of hotspots corrected	Hotspots fixed	5
Number of enforcement actions	Enforcement	5

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

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

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Financial Status	b. Annual, summer and upon contract end.	
2.5	WATER QUALITY EXCHANGE (WQX) DATA REPORTING WQX refers to an electronic database for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data can be submitted quarterly or annually for an entire calendar year (Jan. 1 – Dec. 31). To assist in tracking in WQX, name your project as follows: <i>NEP_2019_(insert organization name)</i>; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. Error! Hyperlink reference not valid. is an entry verification sample for reference.	Proof of WQX data entry	Quarterly per Task 2.2-2.3 schedule Final WQX entry completed upon contract completion	
2.6	WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.	MBE/WBE Reporting (See EPA Terms and Conditions: Administrative Condition B in this document for reporting form)	October 15, annually and upon contract completion	
2.7	BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS) Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.	a. Present at regional conference, for example PIC or WSEHA Submit draft presentation materials to DOH for review b. Submit photos	a. Minimum two-week review b. By contract end date	
2.8	FINAL PROJECT REPORT (DOH TEMPLATE) A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a. Draft Final Report Final Report	a. Draft due 30 days prior to contract end date; Final due upon contract completion	

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

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

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Recognition of EPA Funding Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”	c. Report on presentations to local groups and organizations, and attend fairs or events d. Evaluation report (include additional or amended education and marketing tools).	d. ~~August 30, 2022~~ October 30, 2023	
3.4	STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS (specific efforts and related costs may vary) Strategic planning efforts will be conducted to develop and implement a plan to enhance the SUBRECIPIENT'S PIC efforts to reduce bacterial contamination in the shellfish growing areas of Clallam County. The SUBRECIPIENT will develop a strategic plan, which addresses the key elements in the <u>Pollution Identification and Correction (PIC) Program Guidance</u> developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016.	a. Draft planning/funding documents b. List of planning partners c. Planning timeline d. Final plan	a. January 15, 2021 b. January 15, 2021 c. January 15, 2021 d. Completed final plan due: January 15, 2021 and subject to revisions through January 15, 2022	
3.5	PIC TRAINING AND WORKSHOPS Sponsor one PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. Attend relevant PIC trainings/workshops.	a. Coordinate a minimum of one PIC Workshop or other training. b. Attend PIC relevant trainings/workshops.	a. September 30, 2022 b. N/A	
TASK 4. CLALLAM CONSERVATION DISTRICT ONSITE SEPTIC COST-SHARE PROGRAM IMPLEMENTATION Clallam Conservation District (CCD) will manage funds and cost-share projects for onsite septic system (OSS) repairs. Clallam County Environmental Health will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the <i>Guidelines</i>. DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner. The CCD OSS Cost-Share program will provide the following services: • Conduct outreach to landowners and stakeholders regarding OSS cost-share program • Assist applicants with application process • Review and approve/disapprove applications • Complete cost-share process through installation and County approval. • Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement.				

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Maintain project records and submit grant reporting information. - Collect and report necessary information for payment vouchers. - Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement. - Submit progress reports and cost share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS project completed and in progress and the total amount spent for each reporting period and a running total. • SECTION 106 Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Subrecipient shall: a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project: - For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources. - For projects with any federal involvement, if required, comply with the National Historic Preservation Act. - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site. b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall: - Keep the IDP at the project site. - Make the IDP readily available to anyone working at the project site. - Discuss the IDP with staff and contractors working at the project site. - Implement the IDP when cultural resources or human remains are found at the project site. c) If any archeological or historic resources are found while conducting work under this Agreement: - Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government. d) If any human remains are found while conducting work under this Agreement: - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program. e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.			
4.1	OSS Cost-Share Program: a. Upon receiving a referral from Clallam County Environmental Health, Clallam Conservation District (CCD) will vet and assist applicants and submit a list of proposed OSS Cost-Share projects for DOH review. DOH will review the projects and locations for eligibility. b. CCD will administer funds for up to 75% of the system repair or replacement and 100% of the design costs of approved cost-share OSS system replacements. c. Report on the number, type and location of OSS systems installed and/or in progress and the total spent for each reporting period and the total to date spent. Submit before and after photos of each installation. The final report will provide a summary of completed OSS Cost-Share projects.	a. Submit CCEH referral and proposed OSS Cost-Share project to DOH prior to CCD Board approval. b. Documentation, including photos, for 10 cost-share projects c. Describe progress in quarterly and FEATS reports.	a. Ongoing b. ~~September 20,~~ 2022 November 30, 2023 c. Per Task 1 schedule	Reimbursement up to \$244,100 based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 5. INDIRECT COSTS Indirect costs calculated at 33.81% of salaries.				
5.1	Indirect costs calculated at 33.81% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to \$11,847 based on actual costs.

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

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

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

BUDGET	
Category	Amount
Personnel/Salaries	\$35,040
Fringe Benefits	\$14,016
Travel	\$0
Equipment (federal definition – anything over \$5,000)	\$0
Supplies	\$0
Contracts	
Lincoln Street Shipping: shipping nutrient samples at \$420	\$4,970
UW Marine Lab: nutrient analysis at \$4,550	
Other	
• CCEH Water Lab: \$12,750 for 425 samples	
• Clallam Conservation District subaward for OSS	
Cost-Share program: \$244,100	
• Room Rental: \$92	
	\$256,942
Total Direct Charges	\$310,968
Indirect Charges (federally approved rate) 33.81% **verify approved rate at INSERT GRANTS UNIT LINK**	\$11,847
TOTAL – Not to Exceed \$322,815	\$322,815

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

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

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

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

Program Manual, Handbook, Policy References:

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

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

Staffing Requirements:

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

Special References:

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

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

Monitoring Visits:

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

Special Instructions:

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

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

Program Specific Requirements/Narrative

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

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

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

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

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

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

2. Extension of Project/Budget Period Expiration Date

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

3. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

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

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

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

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

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

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

Subpart E

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

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

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

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

4. Contingent Funding

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

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

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

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

For State Agencies

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

Regular Mail

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

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

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

For Indian Tribe

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

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

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

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

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

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

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

Programmatic Conditions

Program Programmatic Terms and Conditions: 3/2020

1. Semi-Annual Performance Reports

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

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

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

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

2. Final Performance Report

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

3. Program Income - Addition

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

4. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Peer Review

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

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

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

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

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

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

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

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

Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at:

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

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

8. Riparian Buffers

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

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

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

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

10. Geospatial Data Standards

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

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

- i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. Quality Assurance Requirements (2 CFR 1500.11)

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

Instructions to Submit Quality Assurance Documents for Review

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

13. ULO Stretch Goal:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:

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

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

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

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

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

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

If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

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

Funding Source ☒ Federal Contractor ☒ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☐ Reimbursement ☒ Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: The purpose of Revision 1 is to adjust the number of Sanitary Surveys and allocations.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Decrease (-)	Total Allocation
SANITARY SURVEY FEES (FO-SW) SS-STATE	24232522	N/A	346.26.65	01/01/22	12/31/22	5,400	-1,600	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	5,400	-1,600	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	1,000	0	1,000
						0	0	0
						0	0	0
						0	0	0
TOTALS						11,800	-3,200	8,600

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: - Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up. - Completed Small Water System checklist. - Updated Water Facilities Inventory (WFI).	Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$400 for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$800 for each sanitary survey of a non-community system with four or more connections and each community system. Payment is inclusive of all associated costs such as travel, lodging, per diem.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	community and non-community Group A water systems.	4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750 Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH. See Special Instructions for task activity.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact for approval (to ensure enough funds are available).	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

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

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

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:

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

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

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$10,800~~ **7,600** for **Task 1**, and **\$1,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

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

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

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

Special Instructions

Task 1

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

- No more than ~~3~~ **1** surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.
- No more than ~~12~~ **9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.

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

Task 2

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

Task 3

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

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

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

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

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Period of Performance: January 1, 2022 through June 30, 2024

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: The purpose of this revision is to revise language for the COVID vaccine depot activity.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
COVID 19 Vaccines	74310229	93.268	333.93.26	01/01/22	06/30/24	222,730	0	222,730
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						582,533	0	582,533

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The purpose of this statement of work is to identify activities and provide funding to support COVID vaccine response outreach, education, and operations. The activities may include other vaccines recommended for the audience population, as long as COVID vaccine is the primary focus and references to other vaccines are secondary.				
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. Example 1: Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Mid-term written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Final written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	Between January 1, 2022, and ~~June 30, 2022~~ , December 31, 2022 perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer. <i>Immunization COVID-19 funding is specifically required to address COVID-19 vaccination activities. However, the funding can be leveraged to also address and incorporate other non-COVID vaccination activities concurrent to COVID-19 vaccination activities. For example, COVID vaccine storage and distribution may also support monkeypox vaccine storage and distribution, concurrently</i>	a. Complete a redistribution agreement. b. Report inventory reconciliation page. c. Report lost (expired, spoiled, wasted) vaccine to the IIS. d. Report transfer doses in the IIS and VaccineFinder. e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.	a. Complete by January 31 (if not previously submitted) b. Reconcile and submit inventory once monthly in the IIS. c. Report lost vaccine within 72 hours in the IIS. d. Update within 24 hours from when transfers occur. e. Download as needed (retain temperature data on site for 3 years)	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends). Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (See Restrictions on Funds below)	Quarterly reports summarizing quantity, type, and frequency of activities	March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.F	At the LHJ discretion, provide incentives to persons receiving COVID vaccine, adhering to <i>LHJ Guidance for COVID Initiatives Application</i> requirements and allowable/unallowable use of federal funds.	a. LHJ Incentive Plan Proposal b. Quarterly report that summarizes quantity of	a. Prior to implementing b. March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		incentives purchased and distributed		

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

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

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

To comply with this act and be eligible to perform the activities in this statement of work, the Unique Entity Identifier (UEI) generated by SAM.gov.

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Recreational Shellfish Activities -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

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

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funds for shellfish harvesting safety.

Revision Purpose: The purpose of this revision is to add funds for biotoxin monitoring.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
Rec. Shellfish/Biotoxin	26402600	N/A	334.04.93	01/01/22	06/30/23	7,500	3,000	10,500
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						7,500	3,000	10,500

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Biotoxin Monitoring - Collect monitoring samples on schedule according to Department of Health (DOH) Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected. - Conduct emergency biotoxin sampling when needed. - Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. - Issue biotoxin news releases during biotoxin closures in Clallam County. - This task may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.	Submit annual report on DOH approved format of activities for the year, including the number of sites monitored and samples collected, and number and names of beaches posted with signs.	Email Report to DOH by February 15, 2023 (See Special Instructions below.)	~~\$7,100~~ -\$10,100

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Outreach - Staff educational booths at local events. - Distribute safe shellfish harvesting information.	Submit annual report including the number of events staffed and amount of educational materials distributed.	Email Report to DOH by: February 15, 2023 (See Special Instructions below.)	\$400

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

Program Specific Requirements

Program Manual, Handbook, Policy References: Department of Health's Biotoxin Monitoring Plan

Special References:

Chapter 246-280 WAC

<http://www.doh.wa.gov/CommunityandEnvironment/Shellfish/RecreationalShellfish>

<http://www.doh.wa.gov/AboutUs/ProgramsandServices/EnvironmentalPublicHealth/EnvironmentalHealthandSafety/ShellfishProgram/Biotoxins>

Billing Requirements:

- ~~1. Billings are submitted on an A19-1A form, which is provided by DOH.~~
- ~~2. A19-1A forms may be submitted monthly and must be submitted bi-monthly at minimum.~~

Special Instructions:

Report for work performed in 2022 must be submitted via email to Liz Maier (liz.maier@doh.wa.gov) by February 15, 2023.

The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325	\$60,325	\$244,100
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	\$572
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	\$311,808	\$311,808	\$311,808
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	\$6,500
FFY22 PHEP BP4 LHHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$58,979	\$58,979	\$114,661
FFY21 PHEP BP3 LHHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	
FFY21 PHEP BP3 LHHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY22 Overdose Data to Action Prev	NGA Not Received	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$87,000	\$87,000	\$230,942
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730	\$222,730	\$222,730
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$40,704	\$122,111	\$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$81,407		
FFY20 ELC EDE LHHJ Allocation	NU50CK000515	Amd 4	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	\$490,750		
FFY22 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY23 MCHBG LHHJ Contracts	NGA Not Received	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$66,916	\$66,916	\$123,180
FFY22 MCHBG LHHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	
FFY22 MCHBG LHHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work LHM Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000	\$10,500	\$10,500
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	\$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	\$30,000
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,243,000	\$1,243,000	\$1,933,000
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$690,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000	\$690,000	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	\$3,800
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
Sanitary Survey Fees (FO-SW) SS-State		Amd 7	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	\$3,800
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$4,310,448	\$4,310,448	
Total consideration:	\$4,747,049 (\$436,601)									GRAND TOTAL	\$4,310,448
GRAND TOTAL	\$4,310,448									Total Fed Total State	\$2,290,848 \$2,019,600

*Catalog of Federal Domestic Assistance

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



AGENDA ITEM SUMMARY

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

7
10/3/22
2C

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: October 3, 2022

REGULAR AGENDA ☒ Meeting Date: October 4, 2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 87-22-08 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: PRESENTATION OF THE MOA BETWEEN CLALLAM COUNTY AND THE CITY OF PORT ANGELES FOR SITE SELECTION AND DESIGN OF A JOINT PUBLIC SAFETY FACILITY.

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: It is recommended that the Board review, and discuss the negotiated MOA with the city of Port Angeles for a Joint Public Safety facility, and that the Board consider voting to approve or reject the MOA.

County Official signature & print name: Bert D. Boughton

A handwritten signature in blue ink, appearing to read "Bert D. Boughton".

Name of Employee/Stakeholder attending meeting: Bert D. Boughton, Ron Cameron, Dale Jackson

Relevant Departments: Clallam County Prosecutor's Office, Clallam County Sheriff's Office

Date submitted: 9/28/2022

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

MANAGEMENT AGREEMENT
JOINT PUBLIC SAFETY FACILITY PROJECT
City of Port Angeles and Clallam County, Washington

This Management Agreement (Agreement) is made and entered into by and between the City of Port Angeles (City), a code city and municipal corporation of the state of Washington and Clallam County (County), a political subdivision of the state of Washington. For and in consideration of the performance to be rendered under the terms of this Agreement, the Parties hereby recite, and agree as follows:

WHEREAS, In early 2019 and thereafter The Parties, having recognized a critical need to create adequate physical space to securely house the operations of expanding public safety functions, jointly began a project to design and construct a new public facility. More specifically, the City and County elected to jointly undertake a project that would provide a new Joint Public Safety Facility (JPSF) to house the City's 911 telephone answering point and public safety communications and dispatching facility known as PenCom, and the County's Emergency Management Department including an emergency operations center (EOC). The project also planned for sufficient site space to eventually house a West Side City Fire Station. The City and County elected to jointly undertake this project in order to allow PenCom and the County's EOC to be relocated to a facility providing sufficient operational space in a location that is physically secure and seismically robust while minimizing cost to local taxpayers.

WHEREAS, Upon initiation of the project, the City, with the County's consent, assumed initial leadership of the project by contracting for and managing, with ongoing County input, the first phase of the project known as "Conceptual Design" (project Phase I). This initial effort produced a "Preliminary Design Report" providing a tentative site layout and building floor plan, along with an estimate of building construction costs. Based on the results of Phase I, the City and County elected in the fall of 2021 to move forward with the project.

WHEREAS, The Parties recognize that as the project moves into its second phase, known as "Detailed Design" (project Phase II), it will require commitment of substantially more project management resources to assure continued progress with optimal efficiency. At their joint meeting on May 23, 2022, the City and County's legislative bodies agreed that the County, with ongoing input from the City, would assume leadership for the project's Detailed Design phase, including providing the services of a professional project manager to oversee and direct the project's cost, scope and schedule.

WHEREAS, The purpose of this Agreement is to assure JPSF project responsibilities for Phase II are clearly stated and mutually understood. More specifically, the goal of this Agreement is to clearly outline relationships, responsibilities, and communication expectations between the City and County with regard to Phase II of the JPSF project, and thereby reduce delays caused by multiple decision-making entities, and avoid duplication of effort. For purposes of this Agreement, Phase II means and includes the tasks and deliverables described in "Exhibit A" that is attached hereto and incorporated herein by this reference, and subsequent schematic design, design development, and construction documentation preparation activities, the details of which will be

negotiated with the project architectural and engineering firm during the fourth quarter of calendar year 2022, and which can be reduced to writing and made part of this Agreement in the future.

WHEREAS, The Parties recognize and agree that this Agreement addresses only Phase II of the project, and that Phase II is divided into two subparts, Phase IIA and Phase IIB. Phase IIA involves primarily the identification and selection of the JPSF construction site, and Phase IIB primarily involves the detailed design process to culminate in the creation of schematic design and permitting and construction documentation.

WHEREAS, The Parties recognize and agree that time is of the essence regarding the site selection process and the design process described herein. Both Parties agree to evaluate and respond to requests for information and requests for input and/or decisions in the shortest amount of time practicable but in no instance shall responses to requests for input and/or information exceed the time limitations set forth in Section A (7) below.

NOW THEREFORE, The City and County agree to undertake the development of the JPSF as a joint enterprise subject to the restraints and conditions described below:

A. Responsibilities of the County and City Jointly

1. The City and County will to the extent practical, equally participate in and contribute to decisions affecting JPSF final design and cost of construction. Neither Party will unreasonably withhold its approval of a proposal affecting construction site selection, design activities or construction actions presented by the other Party;
2. The City and County will jointly participate in the ranking and selection of the JPSF construction site;
3. The City and County will jointly participate in overall detailed design process with the City being provided monthly opportunities to make input to that process through the JPSF Project Manager. Furthermore, the City will be provided opportunity at the beginning of each phase of detailed design (schematic design, design development, and construction documentation preparation) to provide design input, such as floor plan, and building interior specifications input to the JPSF Project Manager for those portions of the JPSF that PenCom and any other City activities will occupy. In similar fashion, the City will be given opportunity at the conclusion of each phase of detailed design to review and approve completed design work applicable to the JPSF spaces City activities will occupy;
4. The County and the City legislative bodies may meet jointly, if they so choose, when full project briefings are provided at the start of the schematic design phase, the start of the design development phase, and the end of the construction documentation preparation phase of the project;
5. At the conclusion of project Phase II activities, the County and City will assess the practicality of proceeding to Phase III, JPSF construction, and if so, and if an election is made to proceed, how Phase III will be managed. Phase III is not subject to this agreement;

6. The County and the City each agree that they will endeavor to respond to any information or decision requests made by the other Party within forty-eight (48) hours of receipt of the request, but in no instance shall said response be in excess of 96 hours with the following exception. In those instances involving a request for input to the design process, where it is, or should be, reasonably contemplated that a necessary design decision will significantly impact useability or utility of occupied space(s) or reasonably appears that it will alter the project cost by more than \$25,000, then the party, from whom input is requested, shall respond in no more than 10 calendar days. If the party from whom information or input is requested fails to provide the requested information or input within the time limits in this paragraph, after being afforded an opportunity to do so, it shall be deemed that the Party has waived said opportunity to make input;
7. The County and the City each hereby identify to the other, in writing, the identity of their respective JPSF project managers empowered to make and communicate project decisions to the other Party.

For Clallam County:

Ron Cameron
Clallam County Undersheriff
JPSF Project Director

Dale Jackson
Jackson & Associates
JPSF Project Manager

For the City of Port Angeles:

Nathan West
City Manager
JPSF Project Manager

Brian Smith
Police Chief

8. The County and City shall be responsible for their respective obligations regarding any record retention requirements under this agreement, Public Records Act requests served on either party shall be immediately relayed to the other Party's Public Records Officer so the Parties may quickly and adequately respond to such request;

B. Responsibilities of the County

1. The County shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The County shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's Emergency Management (including Emergency Operations Center or EOC) module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the County's monetary obligation under this Agreement is not to exceed without prior authorization of the Clallam County Board of Commissioners, \$1,000,000 (\$650,000 design, and \$350,000 real property acquisition) for all Phase II work.

2. The County will manage through its Project Director and Project Manager, JPSF project cost, scope and schedule during Phase II and enter into contract with a licensed architectural and engineering firm (hereinafter “project A&E firm”) to produce a detailed design for the JPSF (schematic design, design development and construction documentation preparation) sufficient to allow solicitation of contractor bids for construction and to proceed with actual construction of the facility;
3. The County represents that it has retained either as a regular employee, and or through execution of a personal services contract, and will provide the services of a professional project manager (hereinafter “Project Manager”) throughout Phase II of the project. The County and/or its designated Project Manager or Project Director shall be the only person(s)/entity to give directions to the project A&E firm;
4. The Clallam County Board of Commissioners (CCBoC) is the only entity that will give directions to the JPSF Project Manager, or *Project Director*. Clallam County will however, to the extent practical and without causing project delays, provide project information updates to the City through its City Manager or his designee and through joint meetings with the City Council, and seek input from the City in the same manner;
5. The County shall ensure that any design firm or individual retained to provide detailed design work is properly licensed, bonded and insured to perform the work described;
6. The County, via the Project Manager, will develop, maintain and oversee execution of a detailed Project schedule that identifies major project tasks and key decision milestones, and will generally manage performance of project Phase II activities;
7. The County’s Project Director will to the extent practical, provide both the City and the County with the same project related status information at the same time, and will provide copies of the Project Manager’s monthly reports to the City when received by the County;
8. Several locations will be considered potential construction sites for the JPSF. The County will provide the City with a suitability/feasibility analysis addressing each site that includes but is not necessarily limited to: geotechnical screening results, availability of infrastructure, title report reviews, anticipated cost of parcels, estimated costs of any additional required infrastructure, cost of eliminating or mitigating encumbrances, cost of securing fiberoptic/broadband service, and discussion of proximity to Fairchild International Airport;
9. The County’s Project Manager will be responsible for soliciting tribal consultations, application for State SHPO review, and preparation of SEPA review requests for the site ultimately selected for construction of the JPSF;
10. Each Party will invite the other to participate in all JPSF public involvement activities it undertakes in regard to the JPSF. Each Party will endeavor to provide to the other Party a copy of any press release it intends to make at least twenty-four (24) hours prior to making the release.

C. Responsibilities of the City

1. The City shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The City shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's PenCom module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the City's monetary obligation under this Agreement is not to exceed without prior authorization of the Port Angeles City Council, \$1,000,000 (\$650,000 design, and \$350,000 real property acquisition) for all Phase II work.
2. The City and the County have agreed that the site selected shall provide adequate and feasible area for construction of a fire station in the future, but the design of a fire station will not be included in the detailed design produced under Phase II of the JPSF project;
3. The City agrees to reimburse the County for all expenses the County incurs for design activities that are allocated to design of the JPSF components that will be utilized or occupied by PenCom or other City activities within thirty (30) days of receipt from the County of billing for said expenses.

D. Dispute Resolution

Recognizing the possibility for possible disputes to arise between the County and City, the Parties agree to the following dispute resolution procedures:

In the event of any dispute concerning the terms of this Agreement, the application or interpretation of the terms, or the breach thereof, the Parties agree to make good faith efforts to resolve such dispute through direct discussions. The parties recognize that time is of the essence in performance of this agreement and that any disputes should be resolved as quickly as feasible. For that purpose, the Parties agree that the City's representatives for dispute resolution shall be the City Manager or his designee and the Mayor, and the County's shall be one Commissioner and *the County's Project Director*. Within 5 business days after a dispute or question is identified, the representatives shall meet in person to discuss the issue and attempt to resolve it. In the event that the representatives need to collect additional information or there is another reason to adjourn the meeting to a later time, the representatives shall reconvene within 5 business days.

If such efforts are unsuccessful, the Parties agree to submit the issue(s) to mediation on an expedited basis. The mediator shall be selected by agreement of the Parties. All fees and expenses for the mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

In the event the Parties are unable to reach mutual agreement through the process described above, including the selection of a mediator, either Party may file an action in Clallam County Superior Court seeking any legally appropriate remedy to resolve the conflict between the

Parties. Either Party may request the court to expedite hearing on the issue(s) presented, and each Party agrees not to unreasonably object to such a request.

Each Party shall be responsible for its own costs, including any attorney fees, in any such action.

E. Termination

1. For Public Convenience. Either Party may terminate this agreement upon 30 days written notice to the other Party whenever the County or the City determines, in their sole discretion, that such termination is in the interests of the County or is in the interests of the City.
2. Termination Due to Insufficient Funds. If sufficient funds for performance under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, either Party may terminate this contract upon five (5) days written notice to the other Party.
3. Termination for Breach. If either Party defaults by failing to perform any of the obligations of this Agreement, the other Party may immediately upon written notice to the other Party, terminate this Agreement.
4. Termination for lack of agreement. This Agreement contemplates agreement of the Parties in Phase IIA and IIB regarding site location and final design details to be contained in final design and construction documents. In the event that the Parties cannot agree upon these details, either party may terminate this Agreement upon five (5) days written notice to the other party.

F. Indemnification and Insurance

The Parties agree that each is an independent public entity and that nothing in this agreement shall make one the partner, agent, representative, or employee of the other for any purpose. Each Party remains solely and entirely responsible for the acts of its respective staff performing services for the other Party under this Agreement.

Each Party to this MOU shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including without limitation, for personal injuries, loss of life or property damage (collectively "Claims") arising directly from the indemnifying Party's acts or omissions. Provided, however, that the indemnifying Party's obligation under this provision will not extend to claims or damages arising out of the sole negligence of the other Party.

Parties agree to obtain and maintain in full force and effect, insurance in sufficient amounts and scope of coverage during the term of this Agreement, and/or coverage through membership in a self-insured risk pool, including (without limitation) general liability, officer and public officials' errors and omissions, property, casualty and fire.

G. Entire Agreement

This written document, including any exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be amended or added to by a written amendment executed by both parties.

By:

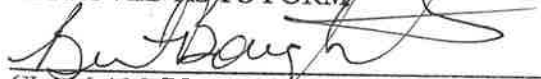
City Manager
City of Port Angeles

Chairperson
Board of Commissioners
Clallam County Washington

Date: _____

Date: _____

APPROVED AS TO FORM


CLALLAM CO. PROSECUTORS OFFICE

DATE: 9/28/22

EXHIBIT "B"

PROJECT DESCRIPTION

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2A DESIGN SERVICES

July 19, 2022

INTRODUCTION

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site – specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. Planning/Zoning Documentation services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. Master Planning services consisting of design and documentation for a two-step process with the County and City.
 - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
 - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and

structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

DELIVERABLES:

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 – PDF)
 - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 – PDF)
 - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 – PDF)
- Wetland Memo (8.5x11 – PDF)
- Updated Cost Estimate (8.5x11 – PDF)

ASSUMPTIONS:

General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

Architectural

- Land Use Analysis will include zoning, infrastructure, and major site work requirements.
- The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.
- We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
- Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the “One-Call” Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
- During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction

requirements, wet weather considerations, groundwater handling and site drainage.

- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1 st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)	
------------------------	--

Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geotechnical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398
Total	\$109,993

If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 1st of each year. Standard Rates are below and attached.

OAC

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

Hennebery Eddy Architects

<u>Title/Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 – HEA 9	\$ 195-290
Project Manager	HEA 4 – HEA 8	\$ 135-270
Project Architect	HEA 3 – HEA 7	\$ 120-240
Architect	HEA 3 – HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 – HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 – HEA 5	\$ 95-185
Interior Designer	HEA 1 – HEA 7	\$ 95-240
Design Staff	HEA 1 – HEA 4	\$ 90-155
Administrative	HEA A	\$ 90



AGENDA ITEM SUMMARY

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

8
10/3/22

Department: Public Works/Roads Dept.

WORK SESSION ☒ **Meeting Date: October 03, 2022**

REGULAR AGENDA ☒ **Meeting Date: October 11, 2022**

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

Item summary:

- | | | |
|--|--|--|
| ☒ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other 6-Year Transportation Imp. Program |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Six-Year Transportation Improvement Program (TIP) is updated annually pursuant to RCW 36.81.121. The Six-Year TIP identifies current and planned transportation improvement projects over the next six years for roads (e.g., new construction, reconstruction, widening, resurfacing, etc...), bridges, non-motorized trails (e.g., Olympic Discovery Trail) and other improvements (e.g., culvert replacements) related to Clallam County managed transportation facilities. It also serves as the basis for preparing and adopting the County's Annual Construction Program for transportation improvements. The Six Year TIP does not include general maintenance (e.g., chip seal surfacing) of the County's transportation system that is a significant part of the Department annual operations and budget.

Attached is the *Draft 6-Year TIP (2023-2028)*. At the work session, staff will brief the Board on the project implementation related to the current Six-Year TIP, new projects proposed to be added to the TIP, and other proposed TIP updates. Staff will also review the schedule for the update of the Six-Year TIP and Annual Construction Program and upcoming opportunities for public review and input.

The planned Six-Year TIP (2023-2028) Update Schedule is as follows:

- | | |
|--|----------------------------------|
| • Board of County Commissioners—Work Session Briefing | October 3, 2022 |
| • Planning Commission—Work Session Briefing | October 5, 2022 |
| • Board of County Commissioners—Call for Hearing | October 11, 2022 |
| • Planning Commission—Public Hearing | October 19, 2022 |
| • Board of County Commissioners—Public Hearing & Possible Adoption | November 8, 2022 |
| • Board of County Commissioners: Annual Construction Program (2023) Adoption | November 22 or November 29, 2022 |

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

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

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?** ☐

Clallam County transportation improvement projects are based on the adopted Six-Year TIP and Annual Construction Program. Pursuant to RCW 36.81.121 and WAC 136-16-018, Clallam County must adopt both an updated Six-Year TIP for the ensuing six calendar years (i.e., 2023-2028) and also an updated Annual Construction Program for the ensuing year (i.e., 2023) ***prior to*** adopting the Clallam County 2023 Budget.

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

Review the *Draft Six-Year TIP (2023-2028)* and update schedule. Staff recommends the Board hold a public hearing on the Draft Six-Year TIP (2023-2028) on November 8, 2022. If the Board supports scheduling the public hearing on November 8, 2022, the Department will submit a call for hearing for action at the October 11, 2022, regular-meeting.

County Official signature & print name:



Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Road Department

Date submitted: September 28, 2022

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

DRAFT (09-28-2022)

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2023 TO 2028



Clallam County Public Works/Roads Department
223 E. Fourth Street, Suite 6
Port Angeles, WA 98362-3000
roads@co.clallam.wa.us

Clallam County Six-Year (2023-2028) Transportation Improvement Program (TIP)

Guide to Codes and Acronyms

Road Functional Class

06=Rural Minor Arterial	16=Urban Minor Arterial
07=Rural Major Collector	17=Urban Collector Arterial
08=Rural Minor Collector	18=Urban Minor Collector
09=Rural Local Access	19=Urban Local Access
00=No functional classification (e.g., trails)	

Improvement Types

01=New construction	08=New Bridge Construction
02=Relocation Project	09=Bridge or Culvert Replacement
03=Reconstruction	10=Bridge Rehabilitation
04=Major Widening	11=Minor Bridge Rehabilitation
05=Minor Widening	12=Safety/Traffic Operation
06=Other Enhancements	23=Transit
07=Resurfacing	32=Non-Motor Vehicle Project (e.g., trail)

Project Phase

PE = Preliminary Engineering
RW = Right-of Way
CN = Construction

Funding Status

C = Completed Phase in prior year(s).
S = Secured (funded)
S/P = Secured partial funding or application for funding pending.
P/U = Planned (Unfunded).

Federal Fund Codes

FEMA=Federal Emergency Management Agency Hazard Mitigation Program
FLAP=Federal Lands Access Program
HSIP=Highway Safety Improvement Program
STBG=Surface Transportation Block Program
STP(BR)=Surface Transportation Program (Bridge)
TA=Transportation Alternatives
NHSAM=National Highway System Asset Management Program
USFWS=U.S. Fish & Wildlife Service
NOAA=Natl. Oceanic & Atmospheric Administration Fish Barrier Grant

State Fund Codes

CAPP=County Arterial Preservation Program
RAP=Rural Arterial Program
UATA=Urban Arterial Trust Account
RCO=Recreation Conservation Office
RCO-FBRB = RCO Fish Barrier Removal Board
RCO-SRFB = RCO Salmon Recovery Funding Board
RCO-WCRRRI = RCO WA. Coast Restoration & Resiliency Initiative

Other Fund Codes (local funding)

PRVT=Private Donation
LEKT = Lower Elwha Klallam Tribe
JSKT=Jamestown S' Klallam Tribe Tribal Transportation Funding
CCLTG=Clallam County Lodging Tax Grant
REET=Clallam County Real Estate Excise Tax Funds

Local Funds By Phase Explanation

Local funding comes primarily from the property tax road levy and the County's share of the state Motor Vehicle Fuel Tax. Other potential funding may include Real Estate Excise Tax and other County funding.

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028

Hearing Date: _____
Adoption Date: _____
Resolution No.: _____

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name (Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D: Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS													
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
ROAD CAPITAL CONSTRUCTION PROJECTS																		
1	Black Diamond Road (31030) [698-1507] MP 2.66 to MP 3.40 Shoulder widening, improve recoverable slopes, and potential separated bike and pedestrian path. HSIP = \$268,000. Target to apply for additional HSIP grant funding needed for construction.	8	5 12 32	0.74	PE	S	2015	HSIP	18			20	38	20				
					RW	S	2023				50	50	50					
					CN	S/P	2024		250		490	740		740				
					Totals				268	0	560	828	70	740	0	0		
2	Carlsborg Road (94270) [698-1902] MP 1.01 to 1.76 Resurface, restore and shoulder widening. RAP = \$472,500; REET \$375,000 (estimate)	7	3 7	0.75	PE	S	2019			RAP & REET	27	3	30	20				
					RW	S	2022				50	50	50					
					CN	S	2023		820			820	820					
					Totals				0	847	53	900	890	0	0	0		
3	Dry Creek Road (31870) [698-1601] MP 0.00 to MP 0.68 Rehabilitate, resurface, restore, widen, and partial realignment between US 101 and Edgewood Drive. Construction anticipated to be completed in 2022. RAP= \$1,035,000; LEKT=\$125,000	7	3 5 7	0.68	PE	C	2018			RAP & LEKT	218	24	242					
					RW	C	2020				154	17	171					
					CN	S	2020				663	730	1,393	10				
					Totals				0	1,035	771	1,806	10	0	0	0		
4	Dungeness Natl. Wildlife Refuge (DNWR) Access Improvements (45350, 45890, 94170) [698-2001] Relocate part of the Voice of America Rd. away from bluff; realign the Kitchen-Dick Rd and Lotzgesell Rd. curve; add dedicated left-turn lane into the County Park and DNWR entrance; and widening. FLAP = \$1,729,438	7	2 9 5 6 7	1.44	PE	S	2022	FLAP	166			26	192	132				
					RW	C					0							
					CN	S	2023		1,563		244	1,807		1,807				
					Totals				1,729	0	270	1,999	132	1,807	0	0		
5	Health Road (45850) [698-1910] MP 0.00 to MP 1.50 Shoulder widening	9	5	1.5	PE	S	2023					15	15	15				
					RW	S	2023				15	15	15					
					CN	S	2024				65	65		65				
					Totals				0	0	95	95	30	65	0	0		
6	Hoko-Ozette Road (#91460) M.P. 19.5. Relocate road segment (~ 400 feet or less) away from slide area, reconstruct and resurface. May need 40 to 50-feet of additional right-of-way.	7	2 3 7	0.08	PE	S	2022					10	10	5	5			
					RW	S	2022				10	10	5	5				
					CN	S/P	2023				150	150		150				
					Totals				0	0	170	170	10	160	0	0		
7	Kitchen-Dick Rd. (94170) & Old Olympic Hwy (94120) Roundabout Preliminary concept design and public process for potential roundabout traffic flow intersection improvement and state / federal (e.g., HSIP) future road safety grant application.	7	3 6 7	0.2	PE	S	2023					40	40	20	20			
					RW						0							
					CN						0							
					Totals				0	0	40	40	20	20	0	0		
8	Joyce Piedmont Road (92210) [SCP-21001] MP 0.0 to 4.3 Reconstruction, realignment, widening, resurfacing and safety improvements. Project delivered by Western Federal Lands Highway Division. FLAP = 6,487,000 (Use State Toll Credits for Match)	7	2 3 4 7	4.3	PE	S	2019	FLAP	564	State Toll Credits		30	594	5	5	5	15	
					RW	S	2024				90	90		90				
					CN	S	2024		5,923		923		6,846					
					Totals				6,487	923	120	7,530	5	95	5	15		
9	Sequim-Dungeness Way (95250) & Woodcock Rd. (52500) Roundabout [698-1803] MP 2.42 to MP 2.62 Roundabout safety & traffic flow intersection improvement. Construction completed and open in 2022. Potential minor improvements in 2023. HSIP=\$788,206; STBG=\$350,000	17	3 6 7	0.2	PE	C	2020	HSIP STBG	45			45	90					
					RW	C	2021				23	23						
					CN	S	2021		1,138		55	1,193	10					
					Totals				1,183	0	123	1,306	10	0	0	0		

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028

Hearing Date: _____
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TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D.Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS												
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028
10	South Airport Road (93230) MP 0.00 to MP 0.682 Pre-level and overlay and section of grind and overlay. Cooperative project with the City of Port Angeles. NHSAM = \$1,038,280	16	7	0.68	PE	S	2022	NHSAM	20				20	10			
					RW								0				
					CN	S	2023		1,018				1,018	1,018			
					Totals				1,038		0	0	1,038	1,028	0	0	0
11	Towne Road (52270) [698-1701] MP 0.76 to MP 1.99 Spot improvements for shoulders and sight distance between Woodcock Road and future alignment on top of relocated levee.	9	6	1.23	PE	S	2025					70	70			10	
					RW	S	2026					60	60			60	
					CN	S	2026					460	460			460	
					Totals				0		0	590	590	0	0	0	530
12	Towne Road (52270) [698-1606] MP 1.99 to Seq. Dung. Way Reconstruct and relocate segment of Towne Rd. on top of completed relocated levee section. Dungeness River Floodplain Restoration Grant (DRFR) and/or REET = \$1,200,000 (estimate)	9	2	0.75	PE	C	2020			DRFR & REET			0				
			3		RW	C	2020							0			
			5		CN	S	2022					1,200	800	2,000	1,990	10	
			7		Totals				0		1,200	800	2,000	1,990	10	0	0
13	Undi Road (11670) [SCP-21002]. Road improvements related to the Jefferson County Undi Road Bypass Project. Funded by a Federal Lands Access Program (FLAP) Award to Jefferson County. Project delivered by Western Federal Lands Highway Div. FLAP \$2,034,407	9	3	1.29	PE	S	2020	FLAP					0				
			5		RW								0				
					CN	S	2023						0				
					Totals				0		0	0	0	0	0	0	0
BRIDGE REPLACEMENT, PRESERVATION, AND REHABILITATION PROJECTS																	
14	Clallam Slough Bridge Replacement (19400 BR1) On Frontier Street (19400) MP 0.07 to MP 0.44 Demolish bridge and replace with new bridge and approaches designed to current standards. Design anticipated to be completed in 2022. STP(BR) = \$5,193,100	8	4	0.37	PE	S	2020	STP(BR)	1,298				1,298				
			9		RW	C	2022						0				
					CN	S	2023		3,895				3,895	3,873	10		
					Totals				5,193		0	0	5,193	3,873	10	0	0
15	Hoko Falls Bridge (91460BR2) [698-1804] on Hoko-Ozette Road (91460) MP 6.88 to MP 6.91 Various bridge preservation work (replace expansion joints, clean bridge, prepare & paintbearings, seal deck).	7	10	0.03	PE	S	2024					25	25		25		
					RW								0				
					CN	S	2025					175	175			175	
					Totals				0		0	200	200	0	0	25	175
16	Sol Duc River Bridge (11200BR1) On Quillayute Road (11200) MP 6.47 to MP 6.52 Bridge preservation. Prep and paint steel truss bridge. STP(BR) = \$2,790,000	8	10	0.05	PE	S	2023	STP(BR)	170			23	193	96	96		
					RW								0				
					CN	S	2025		2,620				2,620			2,620	
					Totals				2,790		0	23	2,813	96	96	2,620	0
17	Weel Bridge (18760BR1) On Weel Road (18760) MP 0.39 Bridge preservation. Prep and paint steel girder bridge. STB(BR) = \$1,822,200	9	10	0.19	PE	S	2023	STP(BR)	115			15	130	65	65		
					RW								0				
					CN	S	2025		1,745				1,745			1,745	
					Totals				1,860		0	15	1,875	65	65	1,745	0
CULVERT AND FISH PASSAGE CAPITAL PROJECTS																	
18	Bear Creek Rd. (20210) Culvert Replacements MP 1.74 & 1.78 Fish passage improvement. Delivered by Trout Unlimited. Design: RCO- -SRFB = \$137,625; Private = \$97,000. Construction: USFWS = \$992,000. Pending NOAA & RCO-FBRB Grant Applications = \$992,000.	9	9	0.01	PE	S	2021	USFWS		RCO- FBRB & PRVT	235	0	235				
					RW	S	2023					5	5				
					CN	S/P	2024		992		992	0	1,984				
					Totals				992		1,227	5	2,224	5	0	0	0

CLALLAM COUNTY
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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
19	Crescent Beach Rd (22990) Culvert Replacement MP 0.32 Replace failed culvert. Requesting FEMA emergency relief funding approval for the culvert replacement.	9	9	0.01	PE	C	2022	FEMA				0	0					
					RW								0					
					CN	S/P	2023					200	200	200				
					Totals				0		0	200	200	200	0	0	0	
20	East Lake Pleasant Rd. Road Culvert Replacement on Quandry Creek (16170) MP 0.737. Fish Passage Improvement Project. Delivered by Wild Salmon Center & Partners. Prelim. Design: PRVT = \$75K. Pending Federal Grant for final design (\$130K) & Construction (\$1.6 million).	9	9	0.01	PE	S/P	2023	NOAA	130	PRVT	75	205						
					RW	P/U	2024					10	10		10			
					CN	P/U	2025		1,600				1,600					
					Totals						75	10	85	0	10	0	0	
21	Hoko-Ozette Road Culvert Replacement (91460) MP 5.77 Replace two failing culverts.	7	9	0.01	PE	S	2022					20	20	20				
					RW								0					
					CN	S	2022					200	200	200				
					Totals						0	220	220	220	0	0	0	
22	Johnson Creek Triple Culvert Replacement on Hoko-Ozette Rd (91460) MP 9.4 [SCP-21003]. Fish passage improvement. Delivered by North Olympic Salmon Coalition. RCO-FBRB=\$3,951,896; RCO-SRFB = \$1,015,889; PSAR = \$440,663; & USFWS = \$72,090	7	9	0.01	PE	C	2020	USFWS	72	RCO & PSAR	339	60	471					
					RW	S/P	2022						100	100	100			
					CN	S	2023					4,470		4,470				
					Totals				72		4,809	160	5,041	100	0	0	0	
23	Kugal Creek Culvert Replacement Cooper Ranch Rd.(91460) MP 0.24 [SCP-21006] Fish passage improvement. Delivered by Pacific Coast Salmon Coalition. Construction to be completed & crossing opened in 2022. RCO-SRFB = \$780,000; RCO-WCRRRI = \$206,000	9	9	0.01	PE	C	2019			RCO	165	40	205					
					RW									0				
					CN	S	2022					986	360	1,346	10			
					Totals				0		1151	400	1,551	10	0	0	0	
24	Quillayute Rd. (11200) Culvert Replacement. MP. 1.41 Fish passage improvement on tributary to Sol Duc River. Delivered by Wild Salmon Center & Partners. Prelim. Design: PRVT = \$75K. Pending Federal Grant for final design (\$130K) & Construction (\$1.6 million).	8	9	0.01	PE	S/P	2023		130	PRVT	75	205						
					RW	S/P	2024						5	5		5		
					CN	P/U	2025		1,600					1,600				
					Totals				1,730		75	5	1,810	0	5	0	0	
25	Wisen Creek & Swede Roads Culvert Replacements (20550, 20460) [698-2002] MP 0.13 & 0.38 (Wisen) & MP 0.0 (Swede). Fish passage improvements. Delivered by Trout Unlimited. Design:RCO-SRFB=\$137,896 Construction: USFWS=\$551,000. Pending NOAA & RCO-FBRB Grants = \$551,000	9	9	0.01	PE	C	2020	USFWS		RCO	137	25	162					
					RW	S	2023						5	5	5			
					CN	P/U	2023		1,102					1,102				
					Totals				1102		137	30	1,269	5	0	0	0	
NON-MOTORIZED TRANSPORTATION IMPROVEMENT PROJECTS (e.g., Olympic Discovery Trail, sidewalks)																		
26	Olympic Discovery Trail (ODT)--Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd.) [698-1907] Construct ~1-mile trail and a multi-user, Calawah River trail bridge crossing. Federal: TA = \$450,000 + STBG = \$825,000; PRVT= \$300,000	0	32	1	PE	S	2021	TA STBG	65	PRVT		10	75	60				
					RW	C	2018						145	145				
					CN	S	2023		1,210			300		1,510		750	750	
					Totals				1,275			300	155	1,730	60	750	750	0
27	ODT-Forks to La Push Trail Corridor Acquisition [698-2101] Acquire trail corridor between US 101 and Olympic National Park adjacent to SR 110. Costs eligible for local grant match for PE & CN phases (see TIP #28). RCO=\$905,456; CCLTG=\$300,000; PRVT=\$20,000	0	32	9.7	PE					RCO, CCLTG & PRVT			0					
					RW	S	2021					1,207		1,207	670	537		
					CN									0				
					Totals				0			1207	0	1,207	670	537	0	0

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
28	Olympic Discovery Trail (ODT)--Forks to La Push [698-2101] Design and construct ~ 12-mile, trail from US 101 to existing La Push trail adjacent to SR 110 corridor. Project delivered by Western Federal Lands Highway Division. FLAP = 5.1 to 11.3 million	0	32	12	PE	S	2021	FLAP	2,117				2,117					
					RW								0					
					CN	S	2025			9,210			372	9,582			372	
								Totals	11,327			0	372	11,699	0	0	0	372
29	Countywide Olympic Discovery Trail (ODT) Trail Corridor Gap Acquisition [698-1607, 698-2102, 698-2103] Various locations countywide in current ODT gaps.	0	32		PE													
					RW	S/P	2022						300	300	50	50	50	150
					CN													
								Totals	0			0	300	300	50	50	50	150
VARIOUS LOCATION PROJECTS																		
30	Countywide Overlay Surface Improvements Road resurfacing improvements at various County locations.		7		PE	S	2022					120	120	20	20	20	60	
					RW													
					CN	S	2022					1,080	1,080	180	180	180	540	
								Totals	0		0	1,200	1,200	200	200	200	600	
31	Countywide Various Improvements Traffic control devices, signage, safety (e.g., guardrails), shoulder widening, drainage, surfacing upgrades, or other improvements. County misc. right-of-way & engineering project services.		6		PE	S	2022					120	120	20	20	20	60	
					RW								180	180	30	30	30	90
					CN	S	2022						300	300	50	50	50	50
								Totals	0		0	600	600	100	100	100	200	
TOTAL FUNDED PROJECTS										37,046		12,986	7,487	57,519	9,849	4,720	5,495	2,042

NOTE: The estimated Local Agency (i.e., Clallam County) project expenditures for the 2023-2028 planning period may be less than the total costs shown by project funding source and phase. This may be due to one or more of the following reasons:

- 1) The project is underway and has expended project funds prior to Year 2023;
- 2) The project funding award is not to Clallam County and the project is being delivered by another agency or organization without any County match required;
- 3) The project funding award is not to Clallam County and the project is being delivered by another agency or organization with only a County match shown;
- 4) A project phase may not be completed to after Year 2028; and/or
- 5) Other project funding circumstances.

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028

PLANNED (UNFUNDED PROJECTS)

U1	Anderson Road (East) (#47990) MP 0.00 to MP 0.45 (Cays Rd. to Thorton Drive-east crossing) Drainage, Widen, Resurfacing.	18	3	0.45	PE	P/U						50					
					RW	P/U						100					
					CN	P/U						500					
					Totals				0		0	650	650				
U2	Atterberry Road (#44300) M.P. 0.00 to M.P. 2.78 Reconstruct road between Sherburne Road and Hooker Road Widen, Regrade, Drainage - 3 Phases	8	2	2.78	PE	P/U						200					
					RW	P/U						400					
					CN	P/U						3,000					
					Totals				0		0	3600	3,600				
U3	Barr Road (North) (#43110) M.P. 0.18 to M.P. 0.82 Reconstruct road north of SR 101 to west 90 degree corner Widen, Regrade, Drainage - 2 Phases	18	2	0.64	PE	P/U						50					
					RW	P/U						100					
					CN	P/U						900					
					Totals				0		0	1050	1050				
U4	Brown Road (#53810) M.P. 0.97 to M.P. 1.47 Sequim City Limits to Port Williams Road 3R upgrade plus walkways/bikeway	19	5	0.50	PE	P/U						60					
					RW	P/U						75					
					CN	P/U						500					
					Totals				0		0	635	435				
U5	Edgewood Drive (93110) - Rife Rd. to Reddick Rd. MP 0.87 to MP 2.38 Rehabilitate, resurface, restore, widen, and partial realignment	7	3	1.51	PE	P/U						150					
					RW	P/U						300					
					CN	P/U						2,500					
					Totals				0		0	2,950	2,950				
U6	Edgewood Drive, Reddick to City Limits (#93110) M.P. 2.38 to M.P. 2.99 Reconstruct Road to Major Collector Standards Widen, Realign, Regrade, Resurface	16	3	0.61	PE	P/U						100					
					RW	P/U						200					
					CN	P/U						1,200					
					Totals				0		0	1,500	1500				
U7	Ennis Creek Road (#36200) M.P. 0.00 to M.P. 0.27 Baker Street to Front Street 3R upgrade plus walkway/bikeway	19	5	0.27	PE	P/U						60					
					RW	P/U						60					
					CN	P/U						400					
					Totals				0		0	520	520				
U8	Happy Valley Road (50300) MP 0.74 to MP 1.44 Reconstruct road north of McFarland Dr. to west of 3rd Ave, widen regrade, and drainage improvements.	8	3	0.7	PE	P/U						50					
					RW	P/U											
					CN	P/U						500					
					Totals				0		0	550	550				
U9	Heath Road Connector to Gilbert Road (#45850) Heath Road to Gilbert Road, No. 45850 Construct Connector Road between Heath and Gilbert Carlsborg Transportation Study #13	19	2	0.08	PE	P/U						300					
					RW	P/U						300					
					CN	P/U						1,300					
					Totals				0		0	1,900	1,900				

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028
U10	Hoko-Ozette Road, No. 91460 Various segments M.P. 0.00 to M.P. 21.31 Reconstruct road away from Big River bank in 4 phases M.P. 0.79-1.0, 2.2-2.4, 2.7-3.0, 4.1-4.4	7	02	1.01	PE	P/U						120					
			03		RW	P/U					100						
			05		CN	P/U					750						
			07		Totals				0		0	970	970				
U11	Kirk Road Extension M.P. 0.28 to M.P. 0.50 Upgrade Existing Road and Extend to Atterberry Road Carlsborg Transportation Study #10	9	03	0.22	PE	P/U						150					
			05		RW	P/U					100						
			07		CN	P/U					600						
			07		Totals				0		0	850	850				
U12	Marine Drive (#47530) M.P. 0.00 to M.P. 0.72 Cays Road to Cline Spit Road Bluff Drainage Enhancements	9	05	0.72	PE	P/U						58					
			06		RW	P/U					40						
			07		CN	P/U					533						
			07		Totals				0		0	631	631				
U13	Mary Clark Road (#20100) M.P. 2.32 to M.P. 2.60 Realign road at Bear Springs Hatchery Corner	9	02	0.28	PE	P/U						10					
			05		RW	P/U					25						
			07		CN	P/U					150						
			07		Totals				0		0	185	185				
U14	Mill Road Traffic Island (#44930) M.P. 0.00 Install Raised Traffic Island to make Mill Road Right-in & Right Out Only Intersection. Carlsborg Transportation Study # 11D	18	05	0.1	PE	P/U						50					
			06		RW	P/U					30						
			07		CN	P/U					110						
			07		Totals				0		0	190	190				
U15	Mill Road Extension to Business Park Loop (#44930) M.P. 0.57 to 0.70 Extend Mill Road to tie into the industrial Business Park Loop Carlsborg Transportation Study # 6	18	05	0.13	PE	P/U						50					
			06		RW	P/U					50						
			07		CN	P/U					250						
			07		Totals				0		0	350	350				
U16	Mt. Angeles Road M.P. 0.47 to M.P. 1.12 Proposed Rural Arterial Program Project Widen, Realign, Regrade, Resurface	8	02	0.65	PE	P/U						75					
			03		RW	P/U					65						
			04		CN	P/U					600						
			07		Totals				0		0	740	740				
U17	Old Olympic Highway (#94120) M.P. 4.00 to 6.67 Widen, Regrade, Pulverize, Resurface & Drainage from McDonald Creek Bridge to Cays Road.	7	03	2.67	PE	P/U						100					
			05		RW	P/U											
			07		CN	P/U					920						
			07		Totals				0		0	1,020	1,020				
U18	Olympic Discovery Trail - Elwha River to Freshwater Bay Road Gap [698-2102] Plan route, acquire right-of-way, and construct a non-motorized, shared use separated trail to close the trail gap west of ODT-Elwha River Bridge to Freshwater Bay Rd.	0	32	4.5	PE	P/U						225					
					RW	P/U					300						
					CN	P/U					2,250						
					Totals				0		0	2,775	2,775				

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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
U19	Olympic Discovery Trail - Thompson/Onella Rd. to Gossett Rd Gap [698-2103] Plan route, acquire right-of-way, and construct a non-motorized shared use trail between the ODT-Thompson/Onella Rd. and Gossett Road sections and connect the ODT to Joyce.	0	32	7.0	PE	P/U						350						
					RW	P/U						500						
					CN	P/U						3,500						
					Totals				0		0	4,350	4,350					
U20	Olympic Discovery Trail - Sappho to Forks Gap [698-1607] Plan route, acquire right-of-way, construct new separated trail, and improve (e.g., pave) existing forest roads to connect the ODT route between Mary Clark Rd (Sappho area) and Forks ("A" road).	0	32	11.0	PE	P/U						310						
					RW	P/U						500						
					CN	P/U						3,100						
					Totals							3,910	3,910					
U21	Olympic Discovery Trail - Waterline Rd. Improvements [698-1401] Paving & other improvements (e.g., some widening, drainage) to gravel forest access road to improve trail route surface between the ODT Gossett Road and Spruce Railroad Trail sections.	0	32	3.5	PE	P/U						50						
					RW													
					CN	P/U						1,000						
					Totals				0		0	1,050	1,050					
U22	Parkwood Boulevard Traffic Island (#44940) M.P. 0.00 Install Raised Traffic Island to make Parkwood Boulevard a Right-in & Right-Out Only Intersection. Carlsborg Transportation Study #11D.	9	05 06 07	0.1	PE	P/U						30						
					RW	P/U						50						
					CN	P/U						110						
					Totals				0		0	190	190					
U23	Pioneer Road (#35820) M.P. 0.00 to M.P. 0.39 Reconstruct road between SR 101 & Baker Street Widen, Regrade, Drainage - 2 Phases	19	02 03 05 07	0.39	PE	P/U						60						
					RW	P/U						100						
					CN	P/U						400						
					Totals				0		0	560	560					
U24	Quillayute Road (#11200) M.P. 1.72 to 2.87 Quillayute Weather Station to Mina Smith Road Regrade, Drain, Widen, Resurface	8	03 04 07	1.15	PE	P/U						100						
					RW	P/U						100						
					CN	P/U						875						
					Totals				0		0	1,075	1,075					
U25	Runnion Road, East (#44730) M.P. 0.89 to M.P. 1.14 Carlsborg Road to Mill Road Regrade, Drain, Widen, Resurface	8	03 04 07	0.25	PE	P/U						20						
					RW	P/U						25						
					CN	P/U						105						
					Totals				0		0	150	150					
U26	Runnion Road Roundabout (#44730) M.P. 0.89 At the intersection with Carlsborg Road and realigned Spath Road construct a four-legged roundabout. Carlsborg Transportation Study #1	8	03 04 07	0.25	PE	P/U						78						
					RW	P/U						100						
					CN	P/U						900						
					Totals				0		0	1,078	1,078					
U27	Sequim-Dungeness Way (#95250) M.P. 1.00 to 4.62 Sequim City Limits to Marine Drive, except Woodcock Road vicinity Repave	7	06 07	3.62	PE	P/U						30						
					RW													
					CN	P/U						2000						
					Totals				0		0	2,030	2,030					

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U28	Spath Road (#45420) M.P. 0.00 to M.P. 0.80 Kitchen-Dick Road to Carlsborg Road Regrade, Drain, Widen, Resurface	919	030407	0.8	PE	P/U							50				
					RW	P/U							106				
					CN	P/U							600				
					Totals			0		0	756	756					
U29	Spath Road to West Runnion Road Connector Route (#45420) M.P. 0.0.80 (Spath Road) to M.P. 0.60 (West Runnion Road) Construct New Connector Segment between Spath and West Runnion Roads. Carlsborg Transportation Study # 5	19	1	1.26	PE	P/U							100				
					RW	P/U							90				
					CN	P/U							800				
					Totals			0		0	990	990					
U30	Spencer Road Connector to Mill Road (#44660) M.P. 1.50 to Mill Road Construct New Connector Segment between Spencer Road and Mill Road. Carlsborg Transportation Study # 14	19	1	0.75	PE	P/U							300				
					RW	P/U							300				
					CN	P/U							1884				
					Totals			0		0	2,484	2,484					
U31	Sunland Non-motorized Trail Trail beside Taylor Blvd in Sunland for pedestrian access from Sequim-Dungeness Way & Dung Way to Holland Road.		32	2	PE	P/U							40				
					RW	P/U							40				
					CN	P/U							300				
					Totals			0		0	380	380					
U32	Towne Rd. (52270) & Sequim-Dungeness Way (95250) Roundabout Roundabout safety & traffic flow intersection improvement at future Towne Rd. / Seq.-Dung. Way intersection (See TIP # 11). Design was funded under Dungeness River Floodplain Restoration Project grants.	7	367	0.2	PE	C											
					RW	C											
					CN	P/U							1,000				
					Totals						1,000	1,000	0	0	0	0	
U33	Trout Creek Bridge Replacement (#91460 BR4) M.P. 17.19 to M.P. 17.29 Hoko-Ozette Road	7	0409	0.1	PE	P/U							50				
					RW	P/U							10				
					CN	P/U							475				
					Totals			0		0	535	535					
U34	US 101 Underpasses of McDonald Creek Bridge (#94120 BR1) Reconnect S. Barr & Sherburne Roads to North Side of US 101 by extending these County Roads under the New McDonald Creek US 101 Bridges.	7	040907	0.09	PE	P/U							200				
					RW												
					CN	P/U							1948				
					Totals			0		0	2,148	2,148					
U35	Winterhawk to West Runnion Connector (#44730) Construct new Connector Segment between Winterhawk St. and West Runnion Rd. Carlsborg Transportation Study # 12.	19	1	0.25	PE	P/U							50				
					RW	P/U							20				
					CN	P/U							90				
					Totals			0		0	160	160					

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)							EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
Planning Pedestrian and Bicyclist Road Safety Study																		
U36	West Hendricksen Rd. (#51740) MP 0.88 to 1.65 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	19	32		Study	P/U			22									
								JSKT										
					Totals			22		0	0	22						
U37	Old Blyn Highway (#56830) MP 0.19 to 2.02 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	9	32		Study	P/U			22									
								JSKT										
					Totals			22		0	0	22						
Unfunded Culvert Replacement Projects																		
U38	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001331) M.P. 2.92 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U					RCO-FBRB	200						
					RW	P/U												
					CN	P/U												
Totals			0		200	0	200											
U39	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001279) M.P. 6.38 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U					RCO-FBRB	200						
					RW	P/U												
					CN	P/U												
Totals			0		200	0	200											
U40	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001275) M.P. 6.83 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U					RCO-FBRB	200						
					RW	P/U												
					CN	P/U												
Totals			0		200	0	200											
U41	Matriotti Creek Culvert Replacement on Ward Rd. (46110) (WDFW ID: 99922) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U			65									
					RW	P/U		NOAA	14									
					CN	P/U			318									
Totals			397				397											
U42	Matriotti Creek Culvert Replacements on Lamar Ln. (46130) (WDFW ID: 999848 & 999849) MP 0.2 & 0.35 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.02	PE	P/U			130									
					RW	P/U		NOAA	28									
					CN	P/U			636									
Totals			794				794											
U43	Matriotti Creek Culvert Replacement on Cays Rd. (45750) (WDFW ID: 999841) MP 1.1 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	8	9	0.01	PE	P/U			50									
					RW	P/U		NOAA										
					CN	P/U			252									
Totals			302				302											
U44	Matriotti & Owl Creek Culvert Replacements on Spath Rd. (45420) (WDFW ID: 931235 & 999820) MP 0.42 & 0.97 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.02	PE	P/U			95									
					RW	P/U		NOAA	10									
					CN	P/U			464									
Totals			569				569											

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028

Hearing Date: _____
Adoption Date: _____
Resolution No.: _____

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS													
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
U45	Matriotti Creek Culvert Replacement on W. Runnion Rd. (44730) (WDFW ID: 999819) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	19	9	0.01	PE	P/U		NOAA	48									
					RW	P/U			10									
					CN	P/U			238									
					Totals				296				296					
U46	Matriotti Creek Culvert Replacement on Atterberry Rd. (44300) (WDFW ID: 999928) MP 2.74 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	8	9	0.01	PE	P/U		NOAA	48									
					RW	P/U												
					CN	P/U			238									
					Totals				286				286					
U47	Matriotti Creek Culvert Replacement on Frost Rd. (44350) (WDFW ID: 999931) MP 0.38 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U		NOAA	40									
					RW	P/U			10									
					CN	P/U			225									
					Totals				275				275					
	TOTAL UNFUNDED PROJECTS												47,275					

9
10/3/22



AGENDA ITEM SUMMARY

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

Department: Community Development

WORK SESSION ☒ **Meeting Date:** 10/03/2022

REGULAR AGENDA ☒ **Meeting Date:** 10/11/2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Department of Community Development has a petty cash fund that is no longer utilized.

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?)

Please authorize by Resolution the closure of the Department of Community Development Petty Cash Fund.

County Official signature & print name:  Rich Meier

Name of Employee/Stakeholder attending meeting: Rich Meier

Relevant Departments: DCD and Treasurer

Date submitted: 10/23/2022

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



RESOLUTION _____, 2022

CLOSING THE DEPARTMENT OF COMMUNITY DEVELOPMENT PETTY CASH FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Community Development has a petty cash fund in the amount of \$100 that is no longer necessary and requests to have this fund terminated.

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

1. Close the Department of Community Development petty cash fund with the \$100 balance to be returned to the Treasurer.

PASSED AND ADOPTED this _____ day of October, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

10
10/3/22

Department: DCD

WORK SESSION ☒ Meeting Date: 10/3/2022

REGULAR AGENDA ☒ Meeting Date: 10/11/2022

Required originals approved and attached? ☐
Will be provided on: 10/11/2022

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The applicant is requesting final approval of Phase I of a 54-site RV Park, LDV2021-00005, which will create 29 sites. An open record hearing was conducted on May 6, 2021 and the Hearing Examiner issued a decision on May 20, 2021 with 27 Conditions. Various departments have reviewed the final documents, as well as special council for the Prosecuting Attorney's Office regarding the fence along the western property line. DCD has determined that the conditions for final approval have been met.

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?)

Signature of the Board

County Official signature & print name: RICH MEIER

Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: DCD

Date submitted: 9/28/2022

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

**BEFORE THE HEARING EXAMINER
FOR CLALLAM COUNTY**

In the Matter of the Application of	)	No. LDV 2021-00005
	)	
Randy Simmons	)	Island View RV Park BSP
	)	
<u>For a Binding Site Plan</u>	)	FINDINGS, CONCLUSIONS, AND DECISION

SUMMARY OF DECISION

The request for a binding site plan to allow development of a 54-site RV park, to be accomplished in two phases, on two parcels totaling 6.07 acres, located west of Port Angeles, north of the junction of Highway 101 and Highway 112, is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on May 6, 2021, using remote technology due to the ongoing COVID-19 pandemic.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Donella Clark, County Senior Planner
Randy Simmons, Applicant
Tracy Gudgel, Project Engineer

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated April 28, 2021
2. Land Use Application, dated February 19, 2021; Dry Creek Water Association, Inc., Membership Certification, dated November 9, 2020; email from Tracy Gudgel to Donella Clark, dated March 2, 2021, with email string; Island View Properties Site Map, dated February 27, 2020; Preliminary Site Layout (Sheet 1 of 2), dated February 18, 2021; Vicinity Map (Sheet 2 of 2), dated February 18, 2021
3. Quit Claim Deed AFN2021-1414259, dated February 12, 2021
4. SEPA Environmental Checklist Application with SEPA Environmental Checklist, dated February 18, 2021
5. SEPA Determination of Nonsignificance, issued March 25, 2021; Staff Memorandum, dated March 24, 2021

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Island View RV Park BSP
No. LDV 2021-00005

6. Comments from Clallam County Environmental Health Services, dated March 1, 2021, with email string
7. Comment from Clallam County Fire Marshal, dated March 1, with email string
8. Plat Evaluation Form, Clallam County Road Department comments, review completed March 1, 2021
9. Comment from Department of Ecology, dated April 14, 2021
10. Notice Materials:
 - a. Notice of Complete Application, dated March 11, 2021
 - b. Declaration of Mailing, dated March 25, 2021; Memorandum from Donella Clark, Notice of Public Hearing, dated March 25, 2021, with parcel map and mailing labels
 - c. Declaration of Posting, dated March 30, 2021, with Notice of Application
 - d. Second Declaration of Posting, dated April 15, 2021, with Notice of Application
 - e. Legal Invoice, *Peninsula Daily News* (#PDN923239), dated March 29, 2021; Affidavit of Publication, *Peninsula Daily News*, dated March 29, 2021; Classified Proof, published March 29, 2021
 - f. Legal Invoice, *Peninsula Daily News* (#PDN925225), dated April 21, 2021; Affidavit of Publication, *Peninsula Daily News*, dated March April 21, 2021; Classified Proof, published April 22, 2021
11. Letter from Tracy Gudgel, P.E., Zenovic & Associates, Inc., to Clallam County, dated April 20, 2021, with 1971 USGS soil survey map
12. Revised Plans, dated May 3, 2021
 - a. RV Site Layout (Sheet 1 of 3)
 - b. Vicinity Map (Sheet 2 of 3), updated with annotations
 - c. Typical RV Stall Layout (Sheet 3 of 3)
 - d. RV Site Layout (Sheet 1 of 3), with highlighted asphalt road section
13. Preliminary Stormwater Report, Zenovic & Associates, Inc., dated May 5, 2021
14. Uniform Plumbing Code, Appendix E

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

FINDINGS

Application and Notice

1. Randy Simmons (Applicant) requests approval of a binding site plan (BSP) to allow development of a 54-site RV park, to be accomplished in two phases, located on two parcels totaling 6.07 acres. Associated improvements would include an on-site septic system that would connect to each of the RV sites, stormwater infiltration trenches, visitor parking spaces, an office/clubhouse building that would include bathrooms and showers, an internal road system providing access to the property from Granite Road, recreation areas, and landscaping. Phase 1 of the project would include development of the western portion of the property for 29 RV sites, the community office/clubhouse

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Island View RV Park BSP
No. LDV 2021-00005

building, recreation areas, and infrastructure improvements necessary to serve the 29 RV sites. Phase 2 would include development of the eastern portion of the property for the remaining 25 RV sites and associated infrastructure. The property is located west of Port Angeles, north of the junction of Highway 101 and Highway 112.¹ *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 12; Exhibit 13.*

2. Clallam County (County) received the application on February 18, 2021. On February 25, 2021, the County routed the application to reviewing departments and agencies, requesting that any comments on the proposal be submitted by March 8, 2021. The County received comments from the County Road Department, Environmental Health Division, and Building Division, which are discussed in detail below. The County determined that the application was complete on March 11, 2021. The County originally provided notice of the application and associated open record hearing by mailing notice to property owners within 600 feet of the subject property on March 25, 2021; by publishing notice in the *Peninsula Daily News* on March 29, 2021; and by posting notice on-site on March 30, 2021. The scheduled April 15, 2021, open record hearing was later cancelled because County staff was unable to produce a hearing record due to a COVID-19-related quarantine. The open record hearing was rescheduled for May 6, 2021, and the County provided notice of the rescheduled hearing by posting notice on-site on April 15, 2021, and by publishing notice in the *Peninsula Daily News* on April 21, 2021. The County's notice materials explained that comments on the proposal could be provided up until the close of the public hearing scheduled for May 6, 2021. *Exhibit 1, Staff Report page 2; Exhibits 6 through 8; Exhibit 10.*
3. The County did not receive any comments from members of the public in response to its notice materials. As noted above, the County received three comments on the proposal from reviewing County departments. Specifically:
 - The County Environmental Health Division submitted a comment noting that soil evaluations have been completed and that the Applicant's professional engineer or licensed septic designer would be required to provide calculations to determine the total number of lots that could be served by an on-site septic system based on gallons of sewage per day, as well as to determine the area required to accommodate primary and repair septic drainfields. The County Environmental Health Division also noted that the proposed office/clubhouse building would need to be connected to the on-site septic system, the septic tanks would need to be located outside of traffic and parking areas, the areas designated for dumpsters would require road areas sufficient for garbage truck access, and a water availability letter would be required.

¹ The property is identified by tax parcel numbers 073014-210010 and 073014-210100. *Exhibit 1, Staff Report, page 1.* A legal description is provided with the Quit Claim Deed. *Exhibit 3.*

- The County Road Department submitted a comment noting that the project would require a commercial road approach onto Granite Road but would not require a traffic study, right-of-way improvements, or other mitigation measures.
- The County Building Division submitted a comment describing certain fire code and building code requirements applicable to RV parks and stating that the location of required ADA accessible features, fire apparatus routes, and fire hydrants should be noted on the binding site plan.

Exhibit 1, Staff Report, page 2; Exhibits 6 through 8.

Environmental Review

4. The Clallam County Department of Community Development (DCD) acted as lead agency and analyzed the environmental impacts of the project as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). DCD analyzed the Applicant's environmental checklist and other available information and determined that the proposal would not have a probable significant adverse impact on the environment. Accordingly, DCD issued a Determination of Nonsignificance (DNS) on March 25, 2021, with a comment deadline of April 14, 2021. The County received general comments from the Washington State Department of Ecology about appropriate solid waste management, toxics cleanup, and water quality management. No other comments specific to SEPA were received, and the DNS was not appealed. *Exhibit 1, Staff Report, pages 2 and 17; Exhibit 4; Exhibit 5; Exhibit 9.*

Comprehensive Plan and Zoning

5. The property is located within the Dry Creek Neighborhood of the Port Angeles Regional Planning Area under the County Comprehensive Plan. *Clallam County Code (CCC) 31.04.440*. The Dry Creek Neighborhood is bounded to the east by the City of Port Angeles, to the west by Elwha River, to the north by the Strait of Juan de Fuca, and to the south by the headwaters area of Dry Creek. *CCC 31.04.440*. The property is designated as "Rural Neighborhood Commercial" under the Comprehensive Plan. The purpose of the Rural Neighborhood Commercial designation is to provide for limited commercial services that meet the convenience needs of residents in rural areas and to achieve a high degree of compatibility with rural areas through the use of small buildings, small overall area devoted to commercial uses, and design and layout elements providing screening from objectionable features to residential areas. The Rural Neighborhood Commercial designation encourages tourist commercial uses, local convenience stores, small-scale service providers, and RV and manufactured home parks blended into the rural environment with landscaping. *CCC 31.04.225. Exhibit 1, Staff Report, pages 9 through 12.*
6. County staff identified the following Comprehensive Plan policy, specific to the Dry Creek Neighborhood, as relevant to the proposal:

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(7) Public Services and Facilities.

- (a) [Policy No. 22] Water service is provided to this neighborhood by the Dry Creek Water District. For those areas inside the UGA, further land divisions should be permitted only when PUD or City water is extended pursuant to a UGA Urban Services and Development Agreement or upon annexation.

7. County staff also identified the following Comprehensive Plan goals and policies, specific to rural land under CCC.31.04.230, as relevant to the proposal:

(6) Goals and Policies to Control Rural Commercial Activities.

- (b) Policy 12. Development of existing rural neighborhood commercial designations within the Lake Sutherland LAMIRD [(Limited Area of More Intensive Rural Developments)], Larid's Corner LAMIRD, Granny's Café LAMIRD, and Indian Creek LAMIRD should be allowed within their respective logical outer boundaries, and shall be subject to the following standards:
 - (i) Allowable land uses should be limited to uses of such type, scale, size, or intensity as already existed as of July 1, 1990, including:
 - Tourist facilities like snack bars, gift shops, antique stores and gas stations, [and] RV parks
 - (ii) Standards should be set for the development of the property, including:
 - Limiting the percentage of impervious surface to maintain an "open" atmosphere;
 - Requiring setbacks, buffers and screening to separate commercial and industrial land uses from adjacent residential zones;
 - Requiring high standards of highway and building landscaping to protect rural character; [and]
 - Limiting the size of any one building to under 10,000 square feet to avoid large-scale facilities in rural areas.
- (c) Policy 13. Commercial uses allowed in rural residential designations should be limited to those which would not

impact rural character. Standards shall be set for recreational uses in rural areas, including recreational vehicle parks and commercial outdoor oriented activities. The following revisions should be made to the allowed uses, conditional uses and standards in rural zones:

- (i) Commercial outdoor oriented recreational use in rural residential designations shall be limited to boat launching facilities, golf courses, campgrounds and similar uses carried on outside of buildings in order to direct intensive commercial uses such as motels, hotels, restaurants and variety stores to locate in appropriate areas including urban growth areas or in rural commercial designations.
- ...
- (v) Standards for buffering and landscaping to ensure compatibility with surrounding rural land uses shall be accomplished.
- (vi) Standards for noise, traffic, light and glare, and other nuisance characteristics shall be implemented.
- (vii) Rural commercial and recreational commercial uses in rural areas shall be located on a minimum parcel size of five acres.

Exhibit 1, Staff Report, pages 10 through 12.

8. The property is zoned Rural Neighborhood Commercial (RNC). The purpose of the RNC zone is “to provide limited, low impact, neighborhood commercial activities in rural areas where uses of such type, scale, size, or intensity already existed as of July 1, 1990.” CCC 33.15.050. RV parks are an allowed use in the RNC zone. CCC 33.15.050(1). CCC 33.15.050 provides performance standards applicable to development in the RNC zone, including standards governing allowable density, lot dimensions, and minimum setbacks. Performance standards applicable to RV parks, however, are governed by CCC 29.35.100. CCC 29.35.100(2) provides for a maximum allowable density of 25 RV spaces per acre of gross site area, but states that the maximum allowable density may be reduced due to septic system constraints or other site characteristics. County staff determined that the proposal to develop 54 RV sites on 6.07 acres would comply with the maximum density standard when accounting for the size of a septic system that would be required to serve the 54 sites. County staff also determined that the proposal would comply with dimensional standards requiring RV sites to be located at least 25 feet from any park boundary line abutting a public street and at least four feet from any park boundary line not abutting a public street, and to be a minimum of 17 feet wide. CCC 29.35.100(3). In addition, County staff determined that the proposal would exceed applicable recreation space standards by providing 36,830 square feet of on-site

recreation space and would satisfy sewage disposal standards by providing restroom facilities within the proposed office/clubhouse building. CCC 29.35.100(6); CCC 29.35.200(1). County Senior Planner Donella Clark testified at the hearing that the proposed RV park would not be required to provide a dump station because each of the sites would be connected to the on-site septic system, consistent with the Uniform Plumbing Code and the intent of the County's RV park sewage disposal standards. *Exhibit 1, Staff Report, pages 1 and 6 through 9; Exhibit 2; Exhibit 12; Exhibit 14; Testimony of Ms. Clark.*

9. The property is located within a "limited area of more intensive rural development" (LAMIRD) and, therefore, the proposed development is subject to LAMIRD standards under Chapter 33.22 CCC. The purpose of the County's LAMIRD standards is to "minimize impacts on the rural character of neighboring less intensive rural residential zoning districts as a result of commercial, industrial, mixed use, duplex, and multifamily in-fill and redevelopments within LAMIRDs." CCC 33.22.100(2). County staff reviewed the proposal and determined that, with conditions, it would meet all LAMIRD development standards, including standards governing maximum impervious surface areas, maximum lot coverage, minimum structure and activity setbacks from less-intensive rural residential zoning districts, screening, and landscaping. *Exhibit 1, Staff Report, pages 14 through 16; Exhibit 2; Exhibit 12.*

Existing Property and Proposed Development

10. The 6.07-acre undeveloped property was historically used as a log yard and is relatively flat, with little vegetation. As noted above, the Applicant requests a BSP to allow development of a 54-site RV park with associated infrastructure and amenities. The Applicant would construct an internal asphalt road to provide access to the property from Granite Road. The asphalt road would extend from Granite Road through the center of site until reaching the on-site septic system facilities, continue west to the western property line, and then continue south along the western property line. Access to the individual RV sites would be provided by gravel roads connecting to the asphalt road. County staff determined that the proposed asphalt road would reduce the amount of dust potentially impacting residential property to the west of the site. The Applicant would provide additional screening from neighboring uses by installing required perimeter landscaping, as well as fencing along the western property line. Water service would be provided by Dry Creek Water, a group water system. The Applicant would be required to provide water availability verification to the County Environmental Health Division prior to final plat approval. Zenovic and Associates, Inc., provided a preliminary stormwater report for the proposal, dated May 5, 2021, which indicates that stormwater runoff from impervious surfaces would be directed to on-site infiltration trenches. The County Road Department would review the Applicant's final stormwater plan prior to final plat approval. *Exhibit 1, Staff Report, pages 1, 2, 6, 18, and 19; Exhibit 2; Exhibit 12; Exhibit 13.*

11. Properties to the east and south of the subject property are zoned RNC and consist of commercial development and vacant land. Properties immediately to the north are zoned RNC and are developed with a fire station and an electric plant. Property further to the north, across Power Plant Road, is zoned Rural Character Conservation 3. Properties to the west are zoned Rural Low and are developed with single-family residences. *Exhibit 1, Staff Report, pages 1 and 2; Exhibit 12.*

Critical Areas

12. No critical areas were identified on or near the property. County staff reviewed the proposal and determined that it would be consistent with the requirements of the County Critical Areas Ordinance. *Exhibit 1, Staff Report, pages 2 and 17.*

Binding Site Plan

13. Under RCW 58.17.035, a city, town, or county “may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures” normally required for the subdivision of land under the State Subdivision Act, for divisions of property for lease as provided in RCW 58.17.040(5). RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) shall not apply to “[a] division for the purpose of lease when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations.” In Clallam County, a binding site plan entails a drawing to scale that:
 - (a) Identifies and shows the areas and locations of all streets, roads, improvements, utilities, and open spaces;
 - (b) Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as established by the County; and
 - (c) Contains provisions making any development conform with the site plan.

CCC 29.03.100(5). CCC 29.03.100(5)(c) also provides that a binding site plan may be used to “create lots for the purpose of lease or rent, not for sale or transfer.” *Exhibit 1, Staff Report, pages 3 and 4.*

14. Like all subdivisions of land within the county, binding site plans must be consistent with the County’s subdivision requirements (Title 29 CCC); the Comprehensive Plan (Title 31 CCC); the Zoning Code (Title 33 CCC); the Shoreline Master Program (Title 35 CCC); the Floodplain Management Code (now included within Chapter 27.12 CCC); the Environmental Policy Code (Chapter 27.01 CCC); the Critical Areas Code (Chapter 27.12 CCC); and the public health, safety, welfare, use, and interest. *CCC 29.10.100.* Additionally, as discussed above, CCC 29.35.100 provides subdivision standards specific to RV parks, including standards related to individual site conditions, density, site

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dimensions, recreation areas, water supply, and sewage disposal. *Exhibit 1, Staff Report, pages 3 through 9.*

15. County staff analyzed the proposal and determined that, with conditions, it would be consistent with the requirements for a binding site plan, noting:
- The proposed new internal asphalt and gravel roadways would comply with the minimum access, street standards, and improvement requirements of CCC 29.30.200. The proposed asphalt roadway would reduce the amount of dust potentially impacting adjacent residential property to the west of the site.
 - The Applicant proposes to connect the RV sites to Dry Water Creek, a group water system. The Applicant would be required to provide water availability verification to the County Environmental Health Division prior to final plat approval. Each of the proposed sites would be connected to a large on-site septic system.
 - The Applicant would be required to provide underground electrical and telephone utilities to each site. All improvements required for the proposed development would be verified prior to final plat approval.
 - The proposed development would be consistent with goals and policies of the Comprehensive Plan.
 - The proposal would comply with performance standards applicable to property within a LAMIRD.
 - Dumpster/recycling facilities for the property would be required to be screened and to be located more than 70 feet from the western property line adjacent to residential property to the west.
 - The Applicant would be required to submit and receive approval of a final landscaping plan prior to issuance of the building permit for the office/clubhouse building. The final landscape plan would be required to include fencing details.
 - The property is not located within the jurisdiction of the State of Washington Shoreline Management Act or the Clallam County Shoreline Master Program.
 - The property is not located within a floodplain and, therefore, the Clallam County Floodplain Management Code does not apply to the proposal.
 - The proposal is consistent with the requirements of the Clallam County Critical Areas Ordinance.
 - A DNS was issued for the proposal.
 - Conditions would ensure that the public health, safety, welfare, use, and interest would be preserved and protected. Specifically, County staff recommends conditions requiring fire hydrants to be installed and shown on the final plat, connection to Dry Creek water, installation of a septic system, issuance of a building permit, landscaping that includes a wooden fence along the western property line, a commercial road approach, and construction of roads on the site.

Exhibit 1, Staff Report, pages 6 through 17.

16. County staff also determined that the proposal would comply with the subdivision standards specific to RV parks, noting:
- The site is large, flat, and previously disturbed. Minor grading would be necessary to develop the RV sites and internal roadways. The proposed layout utilizes disturbed areas and would restore approximately eight percent of the site with recreational areas and landscaping.
 - The proposal to develop 54 RV sites is based on the required size of the on-site septic system.
 - The proposed RV sites would be set back 40 feet from Granite Road to the south, over 60 feet from Power Plant Road to the north, 35 feet from the east and west property lines, and at least 10 feet from all other property lines.
 - The RV sites are proposed as 30-foot typical angled spaces throughout the park, with maximum dimensions of 12 feet by 40 feet to accommodate 40-foot-long RVs.
 - A total of 36,830 square feet of recreation space would be provided on-site, exceeding the minimum eight percent requirement. The recreation areas would include a 3,573 square foot area near the office/clubhouse building, the stormwater infiltration area, the septic drainfield reserve area, and trails throughout the landscaping screen.
 - Water is proposed to be provided by the Dry Creek Water system.
 - The central office/clubhouse building would include bathrooms and showers for visitors, with the farthest RV site located approximately 400 feet from the building.
 - The Applicant has been working with a septic designer and has a site registration for the property. The septic system would be reviewed and approved by the Washington State Department of Health. The system would be required to be approved and installed prior to final plat approval at each development phase.

Exhibit 1, Staff Report, pages 8 and 9.

Testimony

17. County Senior Planner Donella Clark testified generally about the application and how the County reviewed the proposal for consistency with the Comprehensive Plan, zoning ordinances, and criteria for a binding site plan. She explained that the project would be located within a small pocket of commercially zoned properties near the intersection of Highways 101 and 112 where RV parks are an allowed use. Ms. Clark stressed that the proposed RV park would be less intensive than the previous log yard on the property, that it would serve as an ideal recreation area for tourists visiting the Olympic peninsula, and that there is demand for additional RV parks in the region. She detailed how the proposed internal roadways would meet code standards, explaining that County staff had recommended a section of the roadways to be asphalted to address heavier traffic through the center of the property and to help reduce dust that could potentially impact residential

property to the west. Ms. Clark also detailed how the proposal would meet all other requirements of the municipal code, including standards applicable to properties within a LAMIRD. *Testimony of Ms. Clark.*

18. Applicant Randy Simmons testified that he agrees with County staff's analysis of the proposal as detailed in the staff report. He also noted that he does not intend on allowing short-term or transient rentals on-site and, accordingly, no such facilities would be provided. *Testimony of Mr. Simmons.*
19. Project Engineer Tracy Gudgel of Zenovic and Associates, Inc., testified that the Applicant agrees with County staff's recommendation to asphalt a portion of the proposed internal roadways. He noted that the project would include measures to protect the on-site septic drainfield from vehicular traffic and that the Applicant would agree to a condition of approval requiring such measures. Mr. Gudgel explained that the proposed on-site septic system would require approval from the Washington State Department of Health. He explained that each RV site would be connected to the on-site septic system and, thus, the project would not require a dump station under Uniform Plumbing Code standards. Mr. Gudgel explained that Waste Management would provide trash collection service to the property. He stressed that the project would restore areas previously disturbed by the former log yard use of the property with landscaping on each RV site and throughout the property. *Testimony of Mr. Gudgel.*
20. Ms. Clark testified that the County would not oppose removal of the RV dump station from the proposed development. She explained that the proposal would be consistent with Uniform Plumbing Code standards requiring RV dump stations only for RV sites not equipped with drainage system connections and, therefore, would meet the intent of the County's RV park sewage disposal standards. Ms. Clark also explained that, while phased development is allowed under the municipal code, full development of the proposal would still need to occur within five years (regardless of phasing). *Testimony of Ms. Clark.*

Staff Recommendation

21. Ms. Clark testified that County staff recommends approval of the binding site plan, with conditions. Mr. Simmons and Mr. Gudgel testified that the Applicant understands and would adhere to the recommended conditions of approval. *Exhibit 1, Staff Report, pages 17 through 21; Testimony of Ms. Clark; Testimony of Mr. Simmons; Testimony of Mr. Gudgel.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction to hear and grant preliminary approval of binding site plans. CCC 26.04.060(3)(c); CCC 29.13.200. As the legislative authority for Clallam County,

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the Board of Commissioners grants final approval for a binding site plan upon finding that the Applicant has complied with all requirements and conditions of the municipal code. CCC 29.13.300.

Criteria for Review

Under CCC 29.13.200, the Hearing Examiner may approve a preliminary subdivision or binding site plan only if it is found to be consistent with the requirements of CCC 29.10.100. This includes ensuring the proposal complies with and is consistent with the following provisions:

1. The standards of Title 29 CCC, Subdivisions;
2. The Comprehensive Plan;
3. The Zoning Code;
4. The Shoreline Master Program;
5. The Floodplain Management Code;
6. The Environmental Policy Code;
7. The Critical Areas Code;
8. The Consolidated Permit Process Code;
9. The public health, safety, welfare, use, and interest.

CCC 29.10.100.

CCC 29.35.100 provides the following subdivision standards specific to binding site plans for RV parks and mobile home parks:

- (1) General Requirements. A camper vehicle park shall be adapted to individual site conditions and the plat should use terrain, existing trees, shrubs and rock formations with a minimum of disturbance of the land. Conditions of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants.
- (2) Density Requirements. The density shall not exceed twenty-five (25) camper vehicle spaces per acre of gross site area, except that the density may be reduced if any of the following conditions exist:
 - (a) A septic tank and drainfield sewage disposal system is proposed for use and field inspection of soil conditions, groundwater conditions, relation to surface waters, proximity to groundwater supplies, and soils evaluations indicate that the higher density could result in a public health hazard.
 - (b) Any other situation where the physical characteristics or locational characteristics of the site would indicate that the higher density could adversely affect the public health, safety and general welfare.
- (3) Dimensional Standards.
 - (a) All camper vehicle sites shall be located at least twenty-five (25) feet from any park boundary line abutting upon a public street or highway.

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- (b) All camper vehicle sites shall be located at least four (4) feet from any park boundary that does not abut upon a public street or highway.
- (c) Camper vehicle sites shall be a minimum of seventeen (17) feet wide.
- (4) Required Recreation Area. In all camper vehicle parks, there shall be at least one recreation area other than streets and utility areas which shall be easily accessible from all camper vehicle spaces. The size of such recreation area shall be not less than eight (8) percent of the gross site area or 2,500 square feet, whichever is greater.
- (5) Water Supply. Water supply shall comply with State and County health regulations, and Uniform Building Code regulations, as they apply.
- (6) Sewage Disposal Requirements.
 - (a) A restroom facility shall be constructed in compliance with the Uniform Building Code, as it applies, and shall be provided at one or more locations in the camper vehicle park, and shall be located within 500 feet of any camper vehicle site not provided with an individual sewer connection.
 - (b) Sewage Disposal Systems. Sewage disposal systems shall be in compliance with State and County health regulations, as they apply.
 - (c) Dump Station. Each camper vehicle park shall be provided with an approved dump station in the ratio of one for every 100 camper vehicle spaces or fractional part thereof.

In addition, CCC 29.13.200 provides:

- (1) Any person interested in an application for a subdivision or binding site plan may appear at the hearing set for review thereof and comment on the application. After completion of its public hearing, the Hearing Examiner shall grant preliminary approval of the application if the Hearing Examiner finds that it is consistent with CCC 29.10.100.
- (2) When the Hearing Examiner determines that additional information is necessary, action on said application shall be continued until such information is available; provided, that the extension shall not exceed thirty (30) days unless the applicant consents to a longer period.
- (3) The Hearing Examiner may attach to any decision of approval such reasonable conditions as may be necessary to assure that the development will comply with the criteria for approval and standards established by this title and other applicable codes, and to further the public health, safety and welfare, use and interest.

- (4) The Hearing Examiner's decision shall be based on findings of fact and conclusions of law and shall reference the requirements of adopted County code or State law.
- (5) Records of hearings and information before the Hearing Examiner on preliminary subdivisions and binding site plans shall be kept by the Administrator and shall be available for public inspection upon request.

The Revised Code of Washington (RCW) provides for an alternative method of land division – binding site plans:

A city, town, or county may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures required by this chapter. The ordinance shall be limited and only apply to one or more of the following: (1) The use of a binding site plan to divisions for sale or lease of commercially or industrially zoned property as provided in RCW 58.17.040(4); (2) divisions of property for lease as provided for in RCW 58.17.040(5);² and (3) divisions of property as provided for in RCW 58.17.040(7). Such ordinance may apply the same or different requirements and procedures to each of the three types of divisions and shall provide for the alteration or vacation of the binding site plan, and may provide for the administrative approval of the binding site plan.

RCW 58.17.035.

The criteria for review adopted by the Clallam County Board of Commissioners are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with County development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusions Based on Findings

With conditions, the proposal would comply with and be consistent with applicable requirements of the County's Subdivision Code, Comprehensive Plan, Zoning Code, Environmental Policy Code, and Critical Areas Code, and would be consistent with the public health, safety, welfare, use, and interest.³ The County provided reasonable notice of the application and associated public hearing and opportunity to comment on the proposal. The County did not receive any public comments on the proposal. The County reviewed the application and determined that it would be consistent with the requirements of the County's

² RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) is inapplicable and shall not apply to “[a] division for the purpose of lease when no residential structure other than mobile homes, tiny houses, or tiny houses with wheels as defined in RCW 35.21.686, or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations.”

³ The Shoreline Master Program is inapplicable to the current proposal, and no structural development is proposed within a recognized floodplain, rendering the Floodplain Management Code inapplicable.

Subdivision Code, including subdivision standards specific to RV parks under CCC 29.35.100 and performance standards specific to development on property within a LAMIRD. The Hearing Examiner concurs with County staff's determination. The proposal, as conditioned, would provide an internal roadway system meeting the County's access and street standards; provide utility connections to each RV site, including connections to an on-site septic system and to water supplied by the Dry Creek Water system; provide 36,830 square feet of on-site recreation space; comply with LAMIRD performance standards; and comply with all density requirements, dimensional standards, and sewage disposal requirements specific to RV parks. Under the County's interpretation of its sewage disposal provisions for RV parks, an on-site RV dump station would not be required for the proposal because septic system connections would be provided to each RV site. Conditions would ensure that the proposed septic system obtains approval from the Washington State Department of Health and that the associated drainfields would be adequately protected from damage from vehicular and RV traffic.

The property is located within the Dry Creek Neighborhood of the Port Angeles Regional Planning Area and is designated Rural Neighborhood Commercial under the Comprehensive Plan. The Rural Neighborhood Commercial designation encourages tourist commercial uses such as RV parks. County staff identified relevant Comprehensive Plan policies specific to the Dry Creek Neighborhood and to development on rural land and determined that the proposal would be consistent with those policies. The Hearing Examiner concurs with County staff's determination. The proposed RV park would be adequately served by water supplied by the Dry Creek Water system and would comply with development regulations designed to ensure that commercial development within a LAMIRD would be compatible with the area's rural character. The property is zoned Rural Neighborhood Commercial (RNC), which is intended to provide limited, low-impact, neighborhood commercial activities in rural areas. RV parks are an allowed use in the RNC zone. As noted above, the proposal would comply with subdivision standards specific to RV parks under CCC 29.35.100, including standards related to individual site conditions, density, site dimensions, recreation areas, water supply, and sewage disposal.

The County Department of Community Development analyzed the environmental impacts of the project, determined that it would not have a probable significant adverse impact on the environment, and issued a DNS, which was not appealed. There are no critical areas identified within or near the property. Accordingly, the proposal would be consistent with the County Critical Areas Ordinance and includes provisions that would ensure that the project would be consistent with the public health, safety, welfare, use, and interest. Conditions, as detailed below, are necessary to ensure that the proposal complies with and is consistent with all necessary requirements for approval of the binding site plan. *Findings 1 – 21.*

DECISION

Based on the preceding findings and conclusions, the request for a binding site plan to allow development of a 54-site RV park, to be accomplished in two phases, located west of Port Angeles, north of the junction of Highway 101 and Highway 112, is **APPROVED**, with the following conditions:

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1. The conditions developed for this application were based on information provided by the Applicant and other elements of the public record. The Applicant is proposing a 54 site RV park. Potable water will be provided to each site by Dry Creek Water, and each site connected to an on-site septic system. Access is provided off Granite Road, a County road. This decision and conditions of approval are subject to change if information provided by the Applicant or their authorized representative proves inaccurate.
2. A final Mylar shall be submitted, approved, and finalized in conformance with Chapter 29.20 CCC and shall include the location of all roads, trails, utilities, and fire hydrants. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

Plat No. LDV2021-00005
Parcel No. 073014-210100

3. A final stormwater plan shall be approved by the Road Department and implemented prior to final plat approval. The stormwater plan shall indicate the existing disturbed and impervious areas and shall show either a reduction of the impervious areas or find alternatives to meet the 35 percent impervious surfacing required per Chapter 33.22 CCC.
4. Prior to final plat approval, the Applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division. The application shall be accompanied by a letter from Dry Creek Water stating that the distribution system has been installed in accordance with their requirements and specifications. The improvements may be installed in phases to serve each phase of this proposal.
5. The Applicant shall provide construction plans and specifications for the extension of the water system to the Clallam County Fire Marshal. The plans must be stamped by a registered, professional engineer licensed in the State of Washington. The Clallam County Fire Marshal shall approve these plans in writing prior to installation of the system.
6. The location of all hydrants shall be noted on the final plat and all distances verified by a surveyor. Hydrants shall be installed as specified in Table A of CCC 21.02.035. The Applicant should consult the Clallam County Fire Marshal for further information. Approval of the hydrant placement by the Fire Marshal shall be submitted prior to final plat approval.
7. This proposal entails the installation of a large on-site septic system. The septic systems (i.e. tanks and drainfields) will have to be engineered, distribution lines installed to each RV Space, and a maintenance and operation plan approved prior to final plat approval for

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each phase of this proposal (per CCC 29.30.400(2)(b)). The operation maintenance entity approved by public agencies of jurisdiction shall own and manage the community sewage disposal system consistent with applicable State and County requirements. The improvements may be installed in phases to serve each phase of this proposal.

8. The final plat shall state the properties are served by Dry Creek water system and on-site septic.
9. A commercial road approach shall be obtained and installed prior to final plat approval. Contact the Road Department for the appropriate permit and specifications of the approach.
10. The internal road system shall be installed to serve the phase proposed. Roads are noted as typically 25 feet wide. The central road shall be asphalted in accordance with CCC 29.30.200(1)(b), as well as the road along the western property line. All other internal roads shall be a minimum 9-inch gravel base with a minimum three (3) –inch crushed gravel surfacing. The RV Spaces and internal roads shall be noted on the face of the final binding site plan.
11. A building permit shall be obtained for the single structure proposed within the RV park. Restrooms are required per the building code prior to use of the RV park, but other amenities proposed in the building are not a building code requirement.
12. A landscaping plan shall be submitted and approved prior to issuance of the building permit in accordance with Chapters 33.22 and 33.53 CCC, with particular importance to the western property line. The landscaping plan shall include placement of a fence along the western property line that shall be constructed of solid wood or masonry per CCC 33.22.300(3).
13. Location of the dumpster/recycling shall be shown on the final plat map and shall be over 70 feet from the western property line and appropriately screened in accordance with Chapter 33.22 CCC.
14. Prior to the installation of any signage, a signage plan and a certificate of compliance shall be submitted to DCD Planning for review and approval. This plan shall meet the requirements of CCC 33.57.040.
15. The Applicant shall implement measures ensuring that on-site drainfield areas are adequately protected from vehicular and RV traffic.
16. In accordance with CCC 29.30.700, the responsibility for the maintenance and operation of any common facilities, including roads, shall be determined prior to final plat

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approval. Said facilities may be maintained and operated by the land divider, a lot owners' association, a public agency or a private agency consistent with applicable state requirements. However, no public or private agency has been designated for the maintenance of common facilities, and is therefore not being considered as part of this proposal. If said common facilities are to be owned and managed by a lot owners' association, said lot owner's association shall be established prior to final approval. The association is responsible for operating and maintaining all common facilities which have been dedicated or deeded to it by the land divider. The by-laws of the association shall authorize, at a minimum, the following responsibilities and authorities:

- To enforce covenants and conditions required by this Title, or in the lot owner's association.
 - To levy and collect assessments against all lots to adequately accomplish the association's responsibilities.
 - To collect money from unit owners to finance future improvements.
 - To collect delinquent assessments through the courts, including money to pay for the costs of court action.
 - To enter into contracts to build, maintain and manage common facilities required by this Title.
 - To allow amendments to the by-laws for improvements required by this Title require a land division alteration to be submitted, approved and finalized in accordance with this Title.
17. Prior to final plat approval, underground utilities must be installed to each lot by the land divider including, but not limited to electrical and telephone. Television cable is optional, provided that if cable service is installed, it must be installed underground. Reservation of all required utility easements must be assured and clearly shown on the face of the final plat.
18. All required improvements shall be installed by the land divider after the County has granted preliminary approval and prior to final approval in accordance with the following procedures:
- Underground utilities, sanitary sewers, and storm drains installed in the road right-of-way shall be constructed before surfacing of streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed so as to avoid disturbance of street improvements when service connections are made.
 - A drawing showing required improvements as constructed shall be signed by the designer or installer, retained by the land divider and shall be submitted and filed with the Road Department upon completion of the improvements.

- Lot Grading: Grading and filling of lots in a land division having an average slope of ten (10) percent or more shall be in compliance with the most recent edition of the Uniform Building Code adopted by Clallam County, and comply with the Chapter 27.12 CCC, and the Clallam County Drainage Manual, if applicable.
 - Minimum improvements required by this Title shall be installed at the expense of the land divider prior to final approval.
 - The County Public Works Department shall inspect and approve all required construction prior to final approval.
19. Prior to inspection of the required improvements, the Applicant shall submit a completed *Affidavit of Improvements* and *Improvement Inspection Request* (forms available at the Clallam County Department of Community Development).
 20. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.
 21. The above requirements are subject to change if proposed lot sizes or any other information provided by the Applicant or their authorized representative proves inaccurate.
 22. Current year property taxes (year in which the subdivision is to receive final approval) and any delinquent assessments for which the property may be liable to be paid in full to the Clallam County Treasurer.
 23. Upon completion of all of the above requirements, the Applicant shall submit the certificate of title and three (3) copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.
 24. All certification stamps and signatures shall be in permanent black ink.
 25. The Clallam County Auditor will only accept a final plat which shall consist of one or more pages, each 18 inches wide by 24 inches, clearly and legibly drawn on polyester base (mylar) film with a minimum thickness of three mil. All drawing and lettering on the final plat shall be in permanent black ink. The only acceptable alternative is photographically processed mylar film copies (photographically processed means fixed line silver based photopositive chemical process). The following processes are not acceptable: Diazo (ammonia) process mylar, electrostatic mylar, wash off (wet erasable) mylar, sepia paper, pencil on mylar or tracing paper.

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26. As the legislative authority for Clallam County, the Board of Commissioners shall grant final approval upon finding that the Applicant has complied with all requirements and conditions consistent with this chapter. The Administrator shall forward a final subdivision along with a statement on whether or not all requirements have been met, including a recommendation to the Board for its action. The Board shall take action on final subdivisions at its next regularly scheduled meeting.
27. A final plat which meets all of the requirements of Title 29 CCC and of this decision shall be submitted to the Administrator for processing and approval within five (5) years of the date of this preliminary land division approval. The land divider may divide the land division into two phases, staging installation of minimum improvements and the survey of the land division according to the approved phasing scheme. The final plat may be presented to the County at any time during the period of preliminary approval. The preliminary approval shall be null and void unless a final plat is approved and recorded during the original five-year approval period.

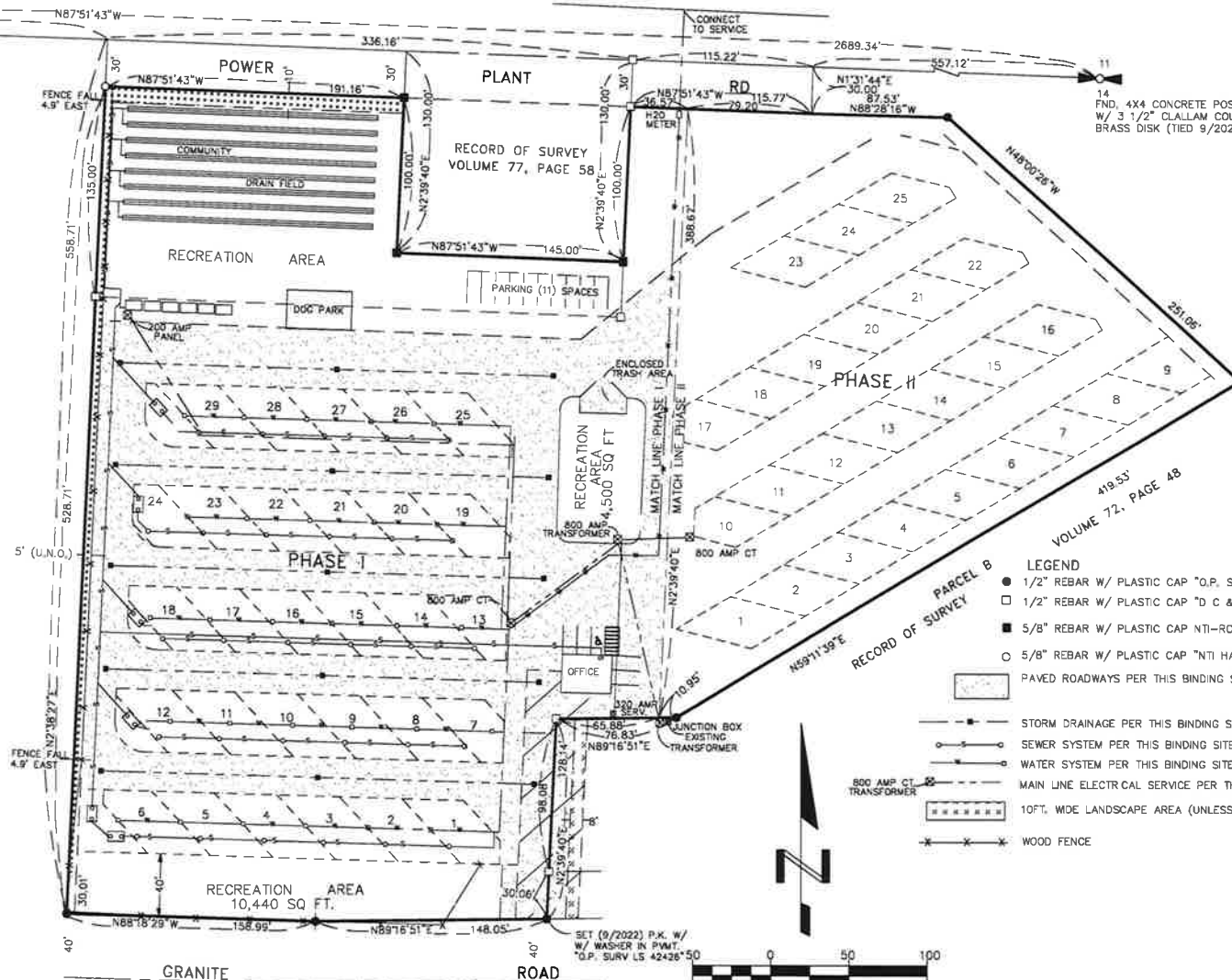
DECIDED this 20th day of May 2021.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center



FND (9/2022) 5/8" REBAR W/ 3 1/2" ALUM. DISK (SEE SURVEY VOL. 80, PG. 7 FOR ADDITIONAL HISTORY AND INFORMATION)



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF TITLE 29, CCC, AND THE STATE SURVEY RECORDING ACT, TITLE 58, RCW.



BRIAN N. CAYS, PLS
CERTIFICATE NO. 42426

DATE SIGNED _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PLATS, AT PG. _____, AT THE REQUEST OF OLYMPIC PENINSULA SURVEYING AND DRAFTING, INC.

AUDITOR'S FILE NO. _____ DEPUTY COUNTY AUDITOR _____

ISLAND VIEW R.V. PARK

BINDING SITE PLAN

A PORTION OF

NE. 1/4, NW. 1/4, Sec. 14, T.30N., R.7W., W.M.

Clallam County, Washington

for

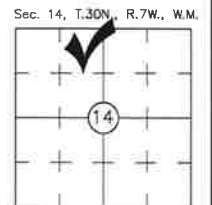
Island View Properties, LLC

**Olympic Peninsula
Surveying and Drafting, Inc.**

P.O. Box 3234
Sequim, WA 98282
(360) 460-2934
opsurveying@olypen.com

**Surveyed and Mapped
July, 2022**

Job No. 211151



PAGE 1 OF 2

LEGAL DESCRIPTION

(SEE DEED A.F.NO. 2021-1414259)

PARCEL A RECORDED IN VOL. 72 OF SURVEYS, PG. 48, UNDER RECORDING NO. 2011-1274041 BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 14, TWP. 30 NORTH, RANGE 7 W, W.M. CLALLAM COUNTY, WA.

(SEE DEED A.F.NO. 2019-1383043)

THE NORTH 165 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 30 NORTH, RANGE 7 WEST, W.M.; EXCEPT THAT PORTION CONVEYED TO CLALLAM COUNTY FIRE DISTRICT #2 BY DEED RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 413673, SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N87°51'43"E, ALONG THE NORTH LINE OF THE NW 1/4, OF SECTION 14, T.30N., R.7W., W.M., AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN VOLUME 37 OF SURVEYS, PAGE 93, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SURVEY METHODS

THIS SURVEY WAS PERFORMED USING A 3 SEC. TOPCON GM SERIES TOTAL STATION. SOME DISTANCES WERE MEASURED USING A STEEL TAPE. ACCURACY MEETS STANDARDS SET FORTH BY WAC 332-130-090. ALSO USED STONEX S85A STAND ALONE GPS RECEIVER.

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED THIS SURVEY SEE THAT RECORD OF SURVEY AS RECORDED IN VOLUME 37 OF SURVEYS, PAGE 93, RECORDS OF CLALLAM COUNTY, WASHINGTON. COMPARE ALSO SURVEY VOLUME 72, PAGE 48, VOLUME 77, PAGE 58 AND VOLUME 81, PAGE 33, RECORDS OF CLALLAM COUNTY, WASHINGTON.

NOTES:

NO PORTION OF THIS LAND DIVISION MAY BE ALTERED, AMENDED, DELETED, ADDED TO OR CHANGED IN ANY MANNER EXCEPT BY THE LAND DIVISION PROCEDURES SET FORTH IN CLALLAM COUNTY CODE CHAPTER 29 CCC.

ALL LOTS SHALL BE A VALID LAND USE NOTWITHSTANDING A CHANGE IN ZONING LAWS OR OTHER APPLICABLE REGULATIONS FOR A PERIOD OF FIVE YEARS FROM THE DATE OF RECORDING OF THIS SHORT PLAT.

SETBACKS SHALL CONFORM WITH CLALLAM COUNTY ZONING CODES AS THEY APPLY.

NOTES:

- 1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THE EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
- 2) EXTERIOR BOUNDARIES HAVE NOT BEEN FULLY MAPPED FOR ENCROACHMENTS.
- 3) THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPATIONAL INDICATORS THAT MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.
- 4) LOTS WITHIN THIS SHORT PLAT ARE TO BE SERVED BY THE DRY CREEK WATER SYSTEM.

HOMEOWNER'S ASSOCIATION

UPON ASSUMPTION OF LOT OWNERSHIP WITHIN THIS PLAT ALL LOTS WITHIN THIS SUBDIVISION ARE AUTOMATICALLY MEMBERS OF THE HOMEOWNER'S AGREEMENT AS FILED UNDER AUDITORS FILE NO. _____ RECORDS OF CLALLAM COUNTY, WASHINGTON.

TREASURER'S CERTIFICATE

ALL TAXES AND ANY DELINQUENT ASSESSMENTS FOR WHICH THE LAND DIVISION MAY BE LIABLE HAVE BEEN DULY PAID AS REQUIRED BY CHAPTER 58.08.040 RCW.

TREASURER _____

DEPUTY _____

DATE _____

APPROVALS

ADMINISTRATOR

THE FINAL SHORT PLAT IS CONSISTENT WITH THE PRELIMINARY APPROVAL. ALL CONDITIONS IMPOSED THEREOF HAVE BEEN MET AND THE LAND DIVISION CONFORMS TO ALL APPLICABLE COUNTY LAND USE CONTROLS.

DATE _____

ADMINISTRATOR _____

SANITARIAN

THE FINAL SHORT PLAT HAS MET ALL STATE AND COUNTY REQUIREMENTS PERTAINING TO SEWAGE DISPOSAL AND POTABLE WATER.

DATE _____

COUNTY HEALTH OFFICIAL _____

ENGINEER

I HEREBY APPROVE ALL SURVEY DATA SHOWN, INCLUDING MATHEMATICAL CLOSURE OF ALL LOTS, BLOCKS AND BOUNDARIES, AND CERTIFY THAT AS OF THIS DATE AND TO THE BEST OF MY KNOWLEDGE, ALL REQUIRED ROAD DRAINAGE (IF ANY) AND OTHER IMPROVEMENTS (IF ANY) ADDRESSED IN RCW 58.17.160(1) HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE AGENCY OF LEGAL JURISDICTION.

DATE _____

COUNTY ENGINEER _____

BOARD OF COUNTY COMMISSIONERS:

RANDY JOHNSON

DATE _____

MARK OZIAS

DATE _____

BILL PEACH

DATE _____

CLERK OF THE BOARD

DATE _____

DEDICATION AND DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE LAND HEREIN DESCRIBED, DECLARE THIS PLAT TO BE CREATED BY MY OWN FREE WILL AND CONSENT. I ALSO GRANT TO CLALLAM COUNTY, PUD NO. 2 AND THE DRY CREEK WATER SYSTEM THE RIGHT TO USE THE EASEMENTS AS PLATTED FOR THE USES AND PURPOSES SHOWN HEREON. THE PLATTOR HEREBY ACCEPTS ALL RESPONSIBILITY FOR ALL CLAIMS AND DAMAGES WHICH MAY BE OCCASIONED TO ANY OTHER LAND OR PERSONS BY THE ACTIONS OF SAID PLATTOR AUTHORIZED BY THE COUNTY IN RELATION TO THIS PLAT. I HEREBY ACCEPT THIS PLAT.

ISLAND VIEW PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

RANDY SIMMONS

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____ BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED RANDY SIMMONS, REPRESENTATIVE OF ISLAND VIEW PROPERTIES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT. IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION
EXPIRES _____

NOTARY PUBLIC IN AND FOR THE
STATE OF _____
RESIDING IN _____

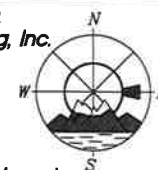


PRELIMINARY

ISLAND VIEW R.V. PARK
BINDING SITE PLAN
A PORTION OF
NE. 1/4, NW. 1/4, Sec. 14, T.30N., R.7W., W.M.
Clallam County, Washington
for
Island View Properties, LLC

Olympic Peninsula
Surveying and Drafting, Inc.

P.O. Box 3234
Sequim, WA 98382
(360) 460-2934
opsurveying@olypen.com



Surveyed and Mapped
July, 2022

Job No. **SSIMMONS-11151**

11
10/3/22



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-3-22

REGULAR AGENDA ☐ Meeting Date:

Item summary:

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

Executive summary:

Response to Federal Standardization of Financial Reporting Standards:

A provision contained in the National Defense Authorization Act recently introduced in Congress concerning the federal standardization of financial reporting standards for all local governments. NACO believes that this provision, if adopted, would have a significant unfunded mandate impact on counties, particularly those that are on a "cash basis" of accounting such as ours. If enacted, this requirement would likely make it impossible for our County to remain on a cash-basis of accounting/reporting, and as a result would require a significant increase in accounting staff and systems to support the transition to an "accrual-basis" or GAAP-compliant accounting basis, in addition to the increased costs that would be incurred to implement this new standardization of financial reporting standards that would go beyond the principles promulgated by the Governmental Accounting Standards Board.

NACO is requesting that all county representatives reach out to their Senators and ask that inclusion of this provision (S. 4295) be opposed. The BOCC will discuss the potential impact on our county and a response.

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 and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department, Auditor's Office, Treasurer's Office, Prosecuting Attorney's Office

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

Date submitted: 9-29-22

* Work Session Meeting - Submit 1 single sided/not stapled copy Federal Standardization of Financial Reporting Standards 10-3-22
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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

Subject: FW: Senators look to include recently introduced financial reporting standards in National Defense Authorization Act

From: Link, Jason <JLINK@spokanecounty.org>
Sent: Thursday, September 22, 2022 3:34 PM
To: Dalton, Vicky <VDalton@spokanecounty.org>; Bischoff, Randy L. <RBISCHOFF@spokanecounty.org>
Subject: Senators look to include recently introduced financial reporting standards in National Defense Authorization Act

<https://www.naco.org/blog/senators-look-include-recently-introduced-financial-reporting-standards-national-defense>

Senators look to include recently introduced financial reporting standards in National Defense Authorization Act

[Bipartisan senators introduce legislation establishing financial reporting standards for counties S. 4295 would impose financial reporting standards and place an unfunded federal mandate upon counties for compliance](#)

In May 2022, Sens. Mark Warner (D-Va.) and Mike Crapo (R-Idaho) introduced the [Financial Data Transparency Act of 2022](#) (S. 4295) that would mandate government and non-profit financial information to be reported in a standardized format to ensure there is uniform financial reporting across all types of municipal bond issuing entities.

Companion legislation (H.R. 2989), introduced by Reps. Carolyn Maloney (D-N.Y.) and Patrick McHenry (R-N.C.), passed the U.S. House on July 14, 2022, as an amendment to the House version of the Fiscal Year (FY) 2023 National Defense Authorization Act (NDAA), which is annual, must-pass legislation. **As such, the Senate is actively considering attaching S. 4295 to the U.S. Senate version of the FY 2023 NDAA.**

Section 203 of this legislation would require the [Municipal Securities Rulemaking Board](#) (MSRB) to develop data standards for financial reporting related to the municipal bond market. These data standards would be required to include common identifiers for information reported, or universal reporting standards, and reporting entities would be required to the extent practicable render fully searchable and machine-readable data with accompanying metadata that clearly define the semantic meaning of the data. MSRB would also be required to “scale” these requirements for smaller regulated entities.

If the bill is enacted, MSRB would be required to issue a rule for regulated entities on these new reporting standards within 2 years and the bill would provide another 2 years for implementation. Full implementation and compliance would begin in 2027.

Counties recognize the need for full disclosure of all relevant information concerning a county's financial condition to potential investors, citizens, and other parties interested in municipal bonds. Counties also oppose federally imposed standards for county financial accounting and reporting and supports those principles put forth by the Governmental Accounting Standards Board (GASB). **As such, NACo is concerned with the unfunded and federally mandated financial reporting standards included in this bill.**

We urge counties to contact your Senators and ask them to oppose inclusion of S. 4295 in the NDAA.

Sent from my iPhone



AGENDA ITEM SUMMARY

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

Document was submitted after the agenda and packet were posted on 9-29-22 item 12 item 2d

12
10/3/22
2d

Department:

WORK SESSION ☒ Meeting Date: 10.3.2022

REGULAR AGENDA ☒ Meeting Date: 10.4.2022

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 331.22.010

☐ Resolution ☐ Proclamation ☐ Budget Item
☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached agreement with DelHur Industries provides for construction of 6 engineered log jams in the footprint of the old levee in the lower Dungeness River floodplain restoration area. The engineered log jams are an important element of flood hazard protection and are a requirement of the US Army Corps of Engineer permitted design. It is critical to have the log jams installed prior to the start of flood season.

Under Emergency Resolution 83 signed by the Commissioners on August 2, 2022, DelHur has submitted the proposal to ensure that the log jams are in place prior to the start of the flood season.

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 work is included in the revised 2022 Lower Dungeness Floodplain Restoration budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Staff recommends approval of this contract.

County Official signature & print name: Rich Meier *Rich MEIER*

Name of Employee/Stakeholder attending meeting: Cathy Lear, Rich Meier

Relevant Departments: DCD, Public Works

Date submitted: 9.29.2022

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

Agenda Item Summary
Revised: 3-04-2019

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



PERSONAL SERVICES AGREEMENT

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

Name: DelHur Industries, Inc.
Address: PO Box 1116
Port Angeles, WA 98362
Phone N°: 360.457.1133

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 21st day of September 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31 day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of September 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

A handwritten signature in blue ink, appearing to read "John M. Doyle", written over a horizontal line.

Mark Ozias, Chair

Print
name: John M. Doyle

Title: V.P.

Date: September 29, 2022

Originals: BOCC
Vendor
Initiating Department
Copies: 1 with Contract Summary

A handwritten signature in blue ink, appearing to read "Bert D. Boughton", written over a horizontal line.
THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

SCOPE OF WORK**GENERAL CONDITIONS**

The General Conditions for the current Clallam County Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project are adopted by reference and apply to this project.

Project Design and Construction Oversight Engineer:

Pat McCullough, P.E.

ESA Inc.

210 NE Cherokee Road

Belfair, WA 98528

360-275-7384 and 360-204-2356

Path@wavecable.com

Permits:

Adopted by Reference: All the permits for the Clallam County Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project.

The owner will provide all the necessary permits to construct the project. The contractor shall comply with all permit requirements and shall keep copies of the permits on site during construction.

Project Schedule and Time of Completion:

The project shall be completed by November 1, 2022 unless the flow in the river prevents access to the site. If access to the site is not practical, the project, or the remaining work on the project, will be terminated and the contractor will be reimbursed for the work to the date of termination and for the unused materials and/or losses from water inundation of the work areas.

SUPPLEMENT TO THE GENERAL CONDITIONS

GENERAL REQUIREMENTS: The *State of Washington Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition hereafter referred to as the Standard Specifications are hereby incorporated in this agreement by reference there to. The following contract drawings are hereby incorporated into this contract.

ADDITIONALLY INSURED: The Jamestown S'Klallam Tribe and ESA Inc., shall be named as additionally insured on the contractor's general liability insurance for this project.

FEDERAL FUNDED PROJECT: Davis Bacon wages or Clallam Prevailing Wages – whichever is greater – apply to this project. See

www.wa.gov/lni/wagelookup/prvwagelookup.aspx for the Washington State Prevailing wages for Clallam County, WA.

INCREASE OR DECREASE IN QUANTITIES: Section 1-04.6 of the WSDOT Standard Specifications allows for an increase or decrease in unit price if there is more than a 25% increase or decrease in the quantity. For this contract there will be no increase or decrease in the cost per unit of the quantity if the amount of the quantity changes.

PROJECT LAYOUT: The contractor shall provide all construction staking and an asbuilt survey.

WORKING HOURS: The contractor may work Monday through Saturday - 6 days a week between the hours of 7:00 AM to and 6:00 PM.

QUANTITIES SHOWN ON THE BID SHEET: Quantities shown on the plan sheets or on the bid sheets are an estimate only and intended only to assist the contractor in the preparation of the bid.

PAYMENT: It is expected to take approximately four weeks to process the payment vouchers. There will be a 5% retainage on the project until the project is accepted.

Payment shall be unit price for this project except for the various lump sum items shown in the bid and as specified in these special provisions.

All excavation and haul quantities given in the bid are truck volume values.

STORMWATER AND DEWATERING POLLUTION PREVENTION: This project is in an environmentally sensitive area with a high degree of concern by tribal, state, federal and local agencies regarding potential environmental damage from silt and floating debris. The contractor is responsible for preventing a degradation of water quality during construction. Temporary erosion control measures must be implemented during construction that accomplishes this objective.

BID ITEM SPECIAL PROVISIONS.

The references to the "Standard Specification" in these Special Provisions refers to the latest edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

BID ITEM NO. 1: MOBILIZATION

Description of the Work: Mobilization consists of pre-construction expenses and the costs of preparatory work and operations performed by the Contractor. Mobilization shall also include and Demobilization. Work for providing a sequence and construction schedule is included in this bid item. The cost of the ESC lead is also included in mobilization.

Mobilization shall include the Contractor's bid, construction, and payment bond.

Measurement and Payment

The lump sum contract price for, 'Mobilization' shall include mobilization and demobilization, the ESC lead, and submittals.

BID ITEM NO. 2: WATER QUALITY CONTROL

Description of the Work: The forest, wetlands, and the Dungeness River that surround the areas that are to be excavated are very sensitive to disturbance by construction equipment. The contractor shall comply with the TESC plan and a SWPP plan adopted by Clallam County for the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project as directed by the engineer. The Certified Erosion and Sediment Control Lead (CESCL) will submit weekly reports to Clallam County.

Measurement and Payment

Measurement and Payment for preparation of the implementation of the water quality protection plan, erosion control, and furnishing the spill prevention kit shall be lump sum. If a spill occurs at the site that is not caused by the contractor, the cleanup of the spill will be paid for by force account.

BID ITEM 3: INSTALL ELJ'S

Description of the work: This bid item includes the furnishing and installing the engineered log jams (ELJ) as shown in the plans and described in these specifications.

The engineer or a Jamestown S'Klallam Tribe representative will provide onsite direction for the location, layout, and construction for ELJ's. ELJs shall be positioned at the following center line stations shown on the drawing: ELJ #1 62+07, ELJ #2 at 63+07, ELJ #3 at 63+93, ELJ #4 at 73+99, ELJ #5 at 76+57, and ELJ #6 77+39.

The anchoring of the logs in the ELJ's shall be with rock anchors.

The logs shall be 32' to 33' long, Douglas fir, and 24" to 27" DBH. Root wads shall be approximately 5' minimum in diameter.

The lashing chain shall be ½" Grade 43 - high test. Non galvanized chain shall be used if available, otherwise use galvanized chain. Tighten the lashing chain wraps around the logs. Use 6" logging staples - two or more per log lashing to secure the lashing chain to the logs.

Care shall be taken in transporting and moving the logs with root wads so as not to damage the root wads. The engineer may require some trimming and adjustment of the positioning of the logs with root wads during construction in order to improve the functioning of the root wad during flood flows.

Measurement and Payment: Measurement for construction of the ELJ's shown in the plans shall be per each. Payment for ELJ's shall be per each and shall include the furnishing the logs as shown in the plans, furnishing and installing the logs in the log jam, chaining and logs to each other and to the rock anchors, and furnishing and installing the 6" logging staples, shackle connectors, and ½ inch chain..

BID ITEM 4: FURNISH AND INSTALL ROCK ANCHORS

Description of the work: Furnish and install the rock anchors needed to anchor the ELJ's.

The anchor rock shall be solid basalt rock. See plans.

The anchor rocks excavation shall be 7 feet deep or to the depth of the water table in the excavation whichever is lessor. The anchoring and construction of the ELJ's shall be completed in a manner that will assure that the shape of the log jam will be retained during flood flows. The logs will be chained together as well as chained to the rock anchors.

The eyebolt chain connectors will be furnished by the contractor and installed as shown in the plans. All the eyebolt connections shall be tested by lifting the rock with a chain connected to the eyebolt.

Measurement and Payment: Measurement for rock anchors shall be the ton and include furnishing and installing the rock anchors including the excavation and backfilling of the rock anchors excavation, connecting the rock anchors to the log structures, and installing and testing the eye bolts in the rocks.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of THREE HUNDRED SIXTY SEVEN THOUSAND, NINE HUNDRED FIFTEEN DOLLARS AND FORTY TWO CENTS (\$367,915.42) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

Measurement and Payment: Measurement for rock anchors shall be the ton and include furnishing and installing the rock anchors including the excavation and backfilling of the rock anchors excavation, connecting the rock anchors to the log structures, and installing and testing the eye bolts in the rocks.

Bid Item	Description	Estimated Quantity	Bid Unit	Unit Price	Total Amount
1	Mobilization	1	LS	\$20,642.08	\$20,642.08
2	Water Quality	1	LS	\$1,920.00	\$1,920.00
3	Furnish and Install Engineered Log Jams	6	EA	\$45,042.09	\$270,252.54
4	Furnish and Install Rock Anchors	240	TON	\$312.92	\$75,100.80
SUBTOTAL INCLUDING SALES TAX					\$367,915.42
TOTAL BID AMOUNT					\$367,915.42

OR

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

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually;

☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Cathy Lear
Title: Habitat Biologist
Address: 223 East 4th Street, Suite 5, Port Angeles, WA, 98362
Telephone: 360.912.5995
E-mail: cathy.lear@clallamcountywa.gov
Fax: 360.417.2443

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the

Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: Description of work completed; challenges to work completed; costs incurred per task

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

- ☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$ aggregate
Property damage	\$1,000,000 per occurrence
	\$ aggregate

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail) \$ per occurrence

☒ **WORKERS COMPENSATION:** Statutory amount

- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-------------|----------------|
| Bodily injury, liability, including death | \$1,000,000 | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- ☐ 4. Other (specify):.