AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, September 26, 2023 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT ? Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of September 18

Approval of vouchers

1b. Approval of minutes for the week of September 18

Approval of minutes

1c. Letter of support for Economic Development Administration for Recompete-Strategy Development Grand and Recompete Plan Approval

Letter of support

1d. Proclamation Recognizing October 2023 a Disability Employment Awareness Month

Proclamation

1e. Proclamation Recognizing Resilience Awareness Month in Clallam County

Proclamation

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Recreation and Conservation Office for Lake Pleasant Dock Renovation Project

Agreement

2b. Agreement with Washington State Military Department State E911 Coordination Office for County dispatch center PenCom costs ? 911 coordinator training and meeting attendance

Agreement

2c. Agreement with Washington State Military Department for funds from the Federal Emergency Management Agency to assist in the construction of the new Emergency Operations Center (Joint Public Safety Facility)

Agreement

2d. Agreement with the Department of Ecology for Clallam County Marine Resource Committee day-to-day operations and activities

Agreement

ADMINISTRATION

3a. Resolution appointing Ronnie Meldrum to the Olympic Area Agency on Aging Advisory Council

Resolution

3b. Call for hearing to be held on Tuesday, October 10, 2023 regarding an ordinance repealing and replacing Astound Broadband Wave Franchise

Notice of hearing

BUDGET

4a. Notice that the following budget revisions will be adopted by Resolution on September 26:
Sheriff - Jail
? Contracted costs for Norpoint Services to provide courthouse security for the month of July 2023/$18,590
? Contracted costs for Norpoint Services to provide courthouse security for the month of August 2023/$20,570
NonDept - American Rescue Plan Act - Reallocation of American Rescue Plan Act (ARPA) funding expected to be provided for the PUD Carlsborg/Van-Lan water system project and to North Olympic Regional Veteran's Housing Network (NORVHN) under its amended agreement/$140,000

Budget revisions

4b. Notice that the following supplemental appropriations will be adopted by Resolution on September 26:
Juvenile Services
? State revenue share from Special Sex Offender Disposition program. Clallam County exceeded our estimated caseload resulting in increased reimbursement of cost per participant for supervision and treatment services/$31,494
? Unanticipated Community Prevention Wellness Initiative (CPWI) funds through the Health Care Authority (HCA)/$101,264

Sheriff ? Emergency Services ? Expenditures and reimbursement revenue received from state
contract E23-089 Sate Homeland Security Program Grant FY22 for salary and benefits, purchase of a ballistic shield rated for rifle rounds, operational supplies, grant administration time, and county indirects/$50,455

Supplemental appropriations

HEARING(S) ? Beginning at 10:30 a.m.

H1. Resolution calling for a hearing to be held September 26 at 10:30 a.m. for the following debatable emergencies:
NonDepartmental - Additional funding needed to cover leave payouts to separating and retiring
employees which have occurred at a higher amount than anticipated in the 2023 Budget/$50,000
Assessor - Upgrade to existing mapping imagery in software system (PACS)/$5,097
Parks and Facilities - REET - Out of scope project costs exceeded estimates including access
control replacements being added to the Juvenile Services facility as a project change order/$198,262
Public Works - Bullman Beach Water System - Funding needed to cover staff efforts related to
the Request for Proposals process, procurement of a new pump with associated installation costs, and expected staff time for chlorine calculations and AsBuilt correction measurements/$25,000

Budget emergencies

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners September 25 - 29:

Monday, September 25:
9:00 a.m. Work Session
12:00 p.m. WSAC Virtual Update

Tuesday, September 26:
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda
3:00 p.m. William Shore Memorial Pool District Meeting
6:00 pm. Dungeness Levee Public Hearing (Guy Cole Center SQ)

Wednesday, September 27:
8:00 a.m. Coffee with Colleen

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.

- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: 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.

1a

SEP 26 2023

Date of report: September 20, 2023

General	**$266,784.22**
Other	**$535,839.82**
Total	**$802,624.04**

STATE OF WASHINGTON

County of Clallam

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2023.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MARK OZIAS, Chair

_____
MIKE FRENCH

COPY

_____
RANDY JOHNSON

_____
TODD MIELKE (County Administrator)

Weekly Expenditures

Sept. 18 - 22, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	**Auditor**	735.77			
00100.241/291	**Commissioners (BOCC)**	17,033.74			
19914.291	BOCC - Veterans Relief		4,094.59		
19961.291	BOCC - American Rescue Plan Act		1,364.89		
19991.291	BOCC - Emergency Communications		153,318.77		
00100.331-334	**Dept. of Community Develop't (DCD)**	116,297.24			
30301.331	DCD - Lower Dungeness Floodplain		425.00		
00100.871	**District Court I**	2,021.24			
00100.881	**District Court II**	287.38			
11301.511	**Health & Human Services (HHS)**		12,657.26		
00100.511	HHS - Environmental Health	5,732.91			
00100.513	HHS - Admin	567.04			
11322.511	HHS - Homeless Task Force		23,652.30		
11323.511	HHS - Chem Dep/Mental Hlth		5,991.33		
11324.511	HHS - Affordable Housing		1,660.72		
11331.511	HHS - Developmental Disabilities		40,815.60		
00100.461	**Human Resources (HR)**	3,609.35			
50401.461	HR - Risk Management		3,045.28		
50501.461	HR - Workers Compensation		249.39		
00100.411	**Information Technology (IT)**	9,124.79			
30701.411	IT - Capital Projects		979.00		
00100.851	**Juvenile Services**	20,576.59		15.84	
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt. Dist.)		89.09		
00100.911/912	**Parks Fair Facilities (PFF)**	8,544.44		238.48	
00100.841-843	**Prosecuting Attorney**	5,190.40			
	Public Works (PW)				
10101.611	PW - Roads		62,268.31		
41401.611	PW - Clallam/Sekiu Sewer		2,487.34		
43401.611	PW - Bullman Beach Water System		609.00		
50301.611	PW - ER&R (Equip't Rental & Revolving)		11,703.20		
00100.811-815,817	**Sheriff**	47,443.32		193.48	
00100.816	Sheriff - Jail Medical	12,799.78			
11003.811	Sheriff - Boating Safety		158,838.00		
11004.811	Sheriff - VRF Boating Program		31,857.92		
11008.811	Sheriff - OPNET Drug		1,762.73		11.79
11065.811	Sheriff - OPSCAN Operations		1,382.03		
11080.811	Sheriff - Inmate Commissary		727.80		3.98
00100.861	**Superior Court**	15,450.80			
00100.891	**Superior Court Clerk**	655.13			
00100.231	**Treasurer**	254.28		12.22	
12201.231	Treasurer - O&M (Operation & Maintenance)		15,844.50		
	Total	**266,324.20**	**535,824.05**	**460.02**	**15.77**

VISA Current Charges:	
Statement Date:	

Report Reconciliation		Totals			
Total	**802,148.25**	**General Fund**	**266,784.22**		
Final Check Lists	**802,148.25**	**Non-GF**	**535,839.82**		
Difference	-	**VISA Charges**	-		
		Grand Total	**802,624.04**	Use Tax	475.79

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
9/26/2023	CRASH DATA GROUP INC	INV12492	jkoon	1,500.00	132.00	1,500.00
9/26/2023	SWANSONS SERVICES CORP.	1757350	jkoon	45.21	3.98	45.21
9/26/2023	U S BANK	Marathon Eng 8/29/23	mearley	2,710.00	238.48	2,710.00
9/26/2023	U S BANK	C87212	jwhite2	138.85	12.22	138.85
9/26/2023	U S BANK	0097-Sep 23	jkoon2	638.78	56.21	3,849.33
9/26/2023	U S BANK	8739-Sep23	jkoon2	134.00	11.79	912.59
9/26/2023	U S BANK	4530-Sep23	jkoon2	59.85	5.27	349.11
9/26/2023	U S BANK	3888	moliver	180.00	15.84	180.00
			Totals:	**5,406.69**	**475.79**	**9,685.09**

Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0020849	U S BANK	113-2671623-79	8/8/2023	SCANNER TO REPLACE BRO	451.49	
				131-34478615-8	8/8/2023	COUNTER CLOSED SIGNS Q	97.34	548.83
	9/26/2023	0028699	SOUND PUBLISHING INC	PDN982868	8/25/2023	PUBLICATION OF VOTER PAI	56.44	56.44
	9/26/2023	0046683	ODP BUSINESS SOLUTIONS L	326482905001	8/25/2023	NAME PLATES AND NAME ST	130.50	130.50
						Sub total for U S BANK:		735.77

735.77+
171,717.40+
116,722.24+
2,021.24+
287.38+
91,077.16+
6,904.02+
10,103.79+
20,576.59+
89.09+
8,544.44+
5,190.40+
11,703.20+
62,268.31+
3,096.34+
229,623.97+
12,387.83+
12,799.78+
15,450.80+
655.13+
16,098.78+
4,094.59+
802,148.25*+
0.*

0.*

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000289	CDW GOVERNMENT, INC.	KT11807	9/14/2023	BOCC CONFERENCE ROOM '	1,364.89	1,364.89
	9/26/2023	0000331	CLALLAM COUNTY AUDITOR	Filing 9/08/2023	9/14/2023	OPEN TAXATION AGREEMEN	205.50	205.50
	9/26/2023	0000716	HAYDEN, JOHN F	Oct-23	9/14/2023	SUPERIOR COURT CONFLIC'	2,333.00	2,333.00
	9/26/2023	0001252	PORT ANGELES, CITY OF	E911 August	9/14/2023	EMERGENCY COMMUNICATI(	153,318.77	153,318.77
	9/26/2023	0001607	KAREN L UNGER, P.S.	Oct-23	9/14/2023	SUPERIOR COURT CONFLIC'	4,000.00	4,000.00
	9/26/2023	0001716	DEPT OF ENTERPRISE SVCS	731126818	9/14/2023	BUSINESS CARD - TODD MIE	70.10	70.10
	9/26/2023	0021617	WOLFLEY LAW OFFICE P.S.	Oct-23	9/14/2023	SUPERIOR COURT CONFLIC'	4,000.00	
				Oct-23 JW	9/14/2023	SUPERIOR COURT CONFLIC'	1,050.00	5,050.00
	9/26/2023	0023383	PAYNE LAW, PS	Oct-23	9/14/2023	SUPERIOR COURT CONFLIC'	4,000.00	4,000.00
	9/26/2023	0028699	SOUND PUBLISHING INC	8111725	9/14/2023	PRELIMINARY BUDGET, BUD	375.14	375.14
	9/26/2023	0046342	NW LAW, PLLC	Oct-23	9/14/2023	DISTRICT COURT I CONFLIC'	1,000.00	1,000.00
						Sub total for U S BANK:		171,717.40

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000546	EXPRESS SERVICES, INC	29565486	8/30/2023	CE BURKHART PRO SERVICE	75.10	75.10
	9/26/2023	0001252	PORT ANGELES, CITY OF	AUGUST 2023 L	8/19/2023	CODE ENF. AUGUST 2023 LA	475.12	475.12
	9/26/2023	0001603	TYLER TECHNOLOGIES INC.	025-437939	9/10/2023	BUILDING ENERGOV 10/1/23-	113,516.48	113,516.48
	9/26/2023	0001970	WARREN, ANNETTE	WARREN 9-12-2	9/12/2023	BLDG OPERATING SUPPLIES	25.40	25.40
	9/26/2023	0026563	MAHAN, REBECCA	MAHAN 9-6-23	9/6/2023	G145 TASK 1 TRAVEL	178.55	178.55
	9/26/2023	0028740	REBEKAH BROOKS CONTRA(	332.23.002-007	9/7/2023	G133 PROFESSIONAL SERVI(	1,687.50	
				23-008	9/7/2023	G145 TASK 1 PROFESSIONAL	300.00	1,987.50
	9/26/2023	0036994	SHANNON & WILSON INC	141321	9/7/2023	SCARSELLA VIOLATION 10/16	90.00	90.00
	9/26/2023	0039090	GUSSMAN, JOHN	2190	9/13/2023	G157 PROFESSIONAL SERVI(	335.00	335.00
	9/26/2023	0046683	ODP BUSINESS SOLUTIONS L	329276783001	8/30/2023	ADMIN OFFICE & OPERATING	39.09	39.09
						Sub total for U S BANK:		116,722.24

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0003410	LEMAY MOBILE SHREDDING	4807871S185	9/1/2023	LEMAY SHREDDING	15.84	15.84
	9/26/2023	0020849	U S BANK	USBankSept202	9/6/2023	WSADCP CONFERENCE	1,748.21	1,748.21
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1127506	8/31/2023	CANON/ IRA615IFZ TONER	147.10	
				1127508	8/31/2023	CANON/IMAGE RUNNER ADV.	55.87	
				1127505	9/8/2023	CANON/IR1435 TONER	52.62	
				1127507	8/31/2023	CANON IR1435	1.60	257.19
						Sub total for U S BANK:		2,021.24

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1127509	9/26/2023	CANON IR1025 MAINTENANC	27.15	
				1127510	9/26/2023	CANON IRA4845I MAINTENAI	25.84	52.99
	9/26/2023	0001641	VERIZON WIRELESS	9942850024	9/26/2023	PROBATION OFFICER CELL	54.39	54.39
	9/26/2023	0019100	PLUMLEY, WILLIAM L	671484	9/26/2023	SPANISH INTERPRETER GOI	120.00	
				671486	9/26/2023	SPANISH INTERPRETER GOI	60.00	180.00
						Sub total for U S BANK:		287.38

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000335	CLALLAM COUNTY DEPT OF,	PIC NEP 2023 0'	9/5/2023	ONSITE - STREAMKEEPERS -	1,769.14	
				PIC NEP 2023 0-	5/1/2023	ONSITE - STREAMKEEPERS -	660.13	2,429.27
	9/26/2023	0036231	FISHER SCIENTIFIC COMPAN	5590763	8/23/2023	WATER LAB - LAB SUPPLIES	89.11	
				5590762	8/23/2023	WATER LAB - LAB SUPPLIES	23.05	112.16
	9/26/2023	0000769	IDEXX DISTRIBUTION INC	3135799557	8/28/2023	WATER LAB - LAB SUPPLIES	230.88	230.88
	9/26/2023	0047235	KOWAL, KATIE	KK Reimb 9-11-2	9/11/2023	WATER QUALITY - PIC OPEN	87.24	87.24
	9/26/2023	0046683	ODP BUSINESS SOLUTIONS L	327663003001	8/28/2023	WATER QUALITY - OFFICE SU	182.60	
				325765907001	8/23/2023	WATER QUALITY - OFFICE SU	115.36	297.96
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1127561	8/31/2023	ADMIN - COPIER 10272	502.38	
				1127562	8/31/2023	ADMIN - COPIER 10297	34.94	
				1127560	8/31/2023	WATER LAB - PRINTER 9310	9.12	546.44
	9/26/2023	0033217	RADIO PACIFIC, INC	23080147	8/31/2023	ONSITE - KONP RADIO SPOT	425.00	425.00
	9/26/2023	0049038	SCHOLD, DANIEL	DS Refund 9-1-2	9/1/2023	ONSITE - REVIEW REFUND	105.60	105.60
	9/26/2023	0003572	SEQUIM PRAIRIE GRANGE #1	SPG 8-30-23	8/30/2023	ONSITE - SEQUIM PRAIRIE G	195.00	195.00
	9/26/2023	0020849	U S BANK	4878 9-6-23 4	9/6/2023	ONSITE - HOMEDEPOT.COM	843.09	
				4910 9-6-23 2	9/6/2023	ONSITE - OFFICE SUPPLIES	216.87	
				7298 9-6-23	9/6/2023	ADMIN - NEHA MEMBERSHIP	100.00	
				4878 9-6-23 5	9/6/2023	SOL-HAZ - ANGELES MILLWC	60.91	
				4878 9-6-23 1	9/6/2023	SOL-HAZ - ANGELES MILLWC	30.45	
				4878 9-6-23 3	9/6/2023	ONSITE - QFC #5841 - OPERA	15.63	
				4878 9-6-23 2	9/6/2023	ONSITE - QFC #5841 - OPERA	6.00	1,272.95
	9/26/2023	0001641	VERIZON WIRELESS	9942850026	8/24/2023	WATER LAB - EH IPADS	30.41	30.41
	9/26/2023	0046683	ODP BUSINESS SOLUTIONS L	325842855002	8/23/2023	HADM - DRY ERASE MARKER	64.17	64.17
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1127566	8/31/2023	HADM - WEST COPIER WORI	40.46	
				1127565	8/31/2023	HADM - NANS COPIER	14.51	54.97
	9/26/2023	0020849	U S BANK	4910-3 09-06-23	9/6/2023	HADM - AMAZON - ID BADGE	245.06	
				4910-4 09-06-23	9/6/2023	HADM - AMAZON - WINDOW I	130.55	
				4910-1 09-06-23	9/6/2023	HADM - AMAZON - BANKERS	72.29	447.90
	9/26/2023	0041598	AMAZON CAPITAL SERVICES,	131T-PVNH-67X	9/1/2023	HOPS - HRHC SUPPLIES - LIT	2,251.87	2,251.87
	9/26/2023	0000546	EXPRESS SERVICES, INC	29525287	8/23/2023	HOPS - EXTRA HELP	1,279.20	1,279.20
	9/26/2023	0000599	FORKS OUTFITTERS	FO 8-31-23	8/31/2023	HOPS - FORKS OFFICE SUPF	46.67	46.67
	9/26/2023	0000593	FORKS, CITY OF	CF 9-1-23	9/1/2023	HOPS - FORKS OFFICE UTILI	74.85	74.85
	9/26/2023	0000984	MERCK SHARP & DOHME CO	7017178779	9/6/2023	HOPS - IMMUNIZATION VACC	1,599.91	1,599.91

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0046683	ODP BUSINESS SOLUTIONS L	317859079002	8/29/2023	HOPS - HRHC - CREDENZA, F	2,513.21	
				328338690001	8/28/2023	HOPS - COPY PAPER, ERASE	100.29	
				328345315001	8/25/2023	HOPS - ROLODEX REFILL CA	7.61	2,621.11
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1127567	8/31/2023	HOPS - PUBLIC HEALTH COP	117.74	
				1127528	8/31/2023	HOPS - PUBLIC HEALTH COL	21.85	
				1127568	8/31/2023	HOPS - FORKS OFFICE COLC	5.57	
				1127569	8/31/2023	HOPS - FORKS OFFICE SING	4.62	149.78
	9/26/2023	0001252	PORT ANGELES, CITY OF	1131171-89524 8	8/31/2023	HOPS - HRHC UTILITIES - AU	279.95	279.95
	9/26/2023	0001508	STERICYCLE, INC	3006595820	8/21/2023	HOPS - SYRINGE DISPOSAL	139.96	139.96
	9/26/2023	0020849	U S BANK	4902-3 08-31-23	9/6/2023	HOPS - COSTCO - HRHC WAI	2,486.61	
				4951-1 08-31-23	9/6/2023	HOPS - COSTCO - HRHC WAI	668.50	
				4326-3 09-01-23	9/6/2023	HOPS - HOME DEPOT - SWIT	368.40	
				4902-1 08-31-23	9/6/2023	HOPS - WALMART - HRHS SU	252.40	
				4326-1 08-21-23	9/6/2023	HOPS - AMAZON - FILING CA	164.33	
				4902-2 08-31-23	9/6/2023	HOPS - WALMART - WIC SUP	81.35	
				4326-2 08-25-23	9/6/2023	HOPS - AMAZON - NOTEBOO	49.94	4,071.53
	9/26/2023	0001767	WEST WASTE & RECYCLING	0000292471	8/31/2023	HOPS - GARBAGE COLLECTI	38.09	38.09
	9/26/2023	0033201	WESTSIDE PIZZA	WP 09-08-23	9/8/2023	HOPS - HRHC SUPPORT GRC	104.34	104.34
	9/26/2023	0032029	NORTH OLYMPIC REGIONAL,	11322-23-NORV	8/28/2023	HTF - SARGE'S PLACE - JULY	2,878.44	2,878.44
	9/26/2023	0001433	SERENITY HOUSE OF CLALLA	11322-23-SHSA	8/25/2023	HTF - SHELTER FUNDING FO	16,783.12	
				11322-23-SHCM	8/25/2023	HTF - FAMILY SHELTER CASE	2,690.16	19,473.28
	9/26/2023	0026762	THE ANSWER FOR YOUTH	11322-23-BTG 8	9/5/2023	HTF - BRIDGING THE GAP 10	1,300.58	1,300.58
	9/26/2023	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	8/29/2023	CD/MH - CHILD CHECK - JULY	5,327.93	5,327.93
	9/26/2023	0001433	SERENITY HOUSE OF CLALLA	113232223SHHA	8/25/2023	CD/MH - ADMINISTRATION OI	504.00	504.00
	9/26/2023	0028699	SOUND PUBLISHING INC	PDN982869	8/25/2023	CD/MH - LEGAL NOTICE FOR	79.68	
				PDN982874	8/25/2023	CD/MH - BEHAVIORAL HEALT	69.72	149.40
	9/26/2023	0020849	U S BANK	4910 9-6-23 5	9/6/2023	CD/MH - AUTHENTIC INFLUEI	10.00	10.00
	9/26/2023	0032029	NORTH OLYMPIC REGIONAL,	11324-23-NORV	9/12/2023	AH - UTILITIES & REMODELIN	1,660.72	1,660.72
	9/26/2023	0048743	BORGGARD, STEPHANIE	1008	8/31/2023	DDD - PROJECT SAFER - AUC	540.00	540.00
	9/26/2023	0000396	CONCERNED CITIZENS	CC SSD 8/23	9/8/2023	DDD - SSD - AUGUST 2023	1,335.00	1,335.00
	9/26/2023	0048321	MCFARLAND, REBECCA	1007	8/31/2023	DDD - PROJECT SAFER - AUC	1,440.00	
				1006	8/31/2023	DDD - PROJECT SAFER PROI	1,257.33	
				1009	9/11/2023	DDD - PROJECT SAFER SURV	107.52	2,804.85
	9/26/2023	0001140	OLYMPIC PRINTERS INC	32891	8/16/2023	DDD - PROJECT SAFER BANI	330.75	330.75

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0017530	PIERCE JONES & ASSOCIATE	PJA QVSD 8/23	9/8/2023	DDD - QVSD - AUGUST 2023	2,070.00	
				PJA SSD 8/23	9/9/2023	DDD - SSD - AUGUST 2023	2,070.00	
				PJA PASD 8/23	9/8/2023	DDD - PASD - AUGUST 2023	1,665.00	5,805.00
	9/26/2023	0001685	W.I.S.E	10168	6/30/2023	DDD - PROFESSIONAL SERVI	30,000.00	30,000.00
						Sub total for U S BANK:		91,077.16

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000546	EXPRESS SERVICES, INC	29590259	9/13/2023	INV 29590259	1,379.06	
				29630865	9/13/2023	INV 29630865	424.24	1,803.30
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1127319	9/13/2023	INV 1127319	249.39	249.39
	9/26/2023	0001297	PUBLIC SAFETY TESTING INC	2023-955	9/13/2023	INV 2023-955	234.00	234.00
	9/26/2023	0020849	U S BANK	PRIMA INST IH :	9/13/2023	IAM HILLWAY PRIMA INSTITU	1,050.00	
				0272344943826	9/13/2023	IAN HILLWAY - PRIMA INSTITU	658.01	
				66290	9/13/2023	ORDER 66290	599.00	
				83330417	9/13/2023	83330417	163.20	
				1366-4893	9/13/2023	1366-4893	125.00	
				114-1269248-93	9/13/2023	114-1269248-9385806	87.02	
				4803972S185	9/13/2023	INV 4803972S185	47.52	
				308741239	9/13/2023	308741239	34.95	
				114-44033334-0	9/13/2023	114-4403334-0377065	32.64	
				308574708	9/13/2023	308574708	29.95	
				308574710	9/13/2023	308574710	29.95	
				310931719	9/13/2023	310931719	24.95	
				308572201	9/13/2023	308572201	20.95	
				114-6859308-70	9/13/2023	114-6859308-7000212	8.69	
				2AD567E4	9/13/2023	2AD567E4	2.50	
				1382909	9/13/2023	DID NOT PURCHASE - WILL F	0.00	2,914.33
	9/26/2023	0021625	ALTA LANGUAGE SERVICES, I	IS671543	9/13/2023	INV IS671543	55.00	55.00
	9/26/2023	0025324	CEDAR GROVE COUNSELING	16718	9/13/2023	INV 16718	500.00	500.00
	9/26/2023	0037692	SEBRIS BUSTO JAMES	79708	9/13/2023	INV 79708	1,148.00	1,148.00
						Sub total for U S BANK:		6,904.02

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000289	CDW GOVERNMENT, INC.	LT06200	9/26/2023	IT20230202A - NETWORK STA	979.00	979.00
	9/26/2023	0000532	ESRI INC	94557315	9/26/2023	GIS20230821 - CONFIGURATI	7,000.00	
				95143434	9/26/2023	ESRI - CREDIT MEMO	-1,426.32	5,573.68
	9/26/2023	0003270	BIBLER, TERESA	091223-TB	10/3/2023	IT20230911 MILEAGE - TO FO	73.36	73.36
	9/26/2023	0020849	U S BANK	13364748-21415	9/26/2023	SHER20230908A - STARLINK I	2,774.40	
				13424634-43982	9/26/2023	PW20230913 - BEAVER ROAD	250.00	
				B1-411793706	9/26/2023	SR20230908 - STARLINK - CL/	164.97	
				113-9110221-54(	9/26/2023	IT20230829 - MISC OFFC SUP	108.21	
				123378	9/26/2023	EXO20230908 - AJTEK, WSU :	90.00	
				113-2694749-05:	9/26/2023	IT20230819 - MISC OFC SUPF	47.85	
				113-3089796227	9/26/2023	IT20230830 - MISC OFFC SUP	42.32	3,477.75
						Sub total for U S BANK:		10,103.79

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0001240	PITNEY BOWES	3317948959	8/30/2023	LEASE-PITNEY BOWES	254.51	254.51
	9/26/2023	0001509	CORDANT HEALTH SOLUTION	TC-1645008312	8/31/2023	PRO SVCS-DIV	52.53	52.53
	9/26/2023	0004392	LAWRENCE, MARY	083123ML	8/31/2023	CAP VOL-MILEAGE	19.65	19.65
	9/26/2023	0017787	DAIRY FRESH FARMS INC	8122324908	9/6/2023	DET FOOD	95.70	
				8122325518	9/12/2023	DET FOOD	86.92	182.62
	9/26/2023	0020849	U S BANK	00100332	8/25/2023	REGISTRATION	495.00	
				57213	8/24/2023	TRVL/TRNG-MARRIOTT	474.30	
				62766	9/1/2023	ADVERTISING-LEGAL NOTICI	414.78	
				028356	8/14/2023	DET FOOD-COSTCO	326.89	
				4692612	8/29/2023	LICENSE RENEWAL-DOH	302.50	
				106419417	9/3/2023	SUBSCRIPTIONS	274.18	
				6RH3CY2M6	8/9/2023	TRVL BUS-SNOQUALMIE INN	245.52	
				117949	9/1/2023	SOFTWARE LICENSE-RELIAT	217.60	
				00094258	8/10/2023	AWARDS AND RECOGNITION	200.00	
				074167	8/31/2023	AWARDS AND RECOGNITION	200.00	
				114-4563256-80	8/29/2023	SMALL TOOL & MINOR EQUIF	184.95	
				112-7373129-76	8/2/2023	SMALL TOOL & MINOR EQUIF	183.56	
				3888	9/1/2023	SOFTWARE LICENSE-CASA M	180.00	
				073793	8/10/2023	FOOD & FURNISHINGS	139.35	
				030826	8/28/2023	DET FOOD-COSTCO	107.49	
				080977	8/18/2023	AWARDS AND RECOGNITION	100.00	
				062031	8/14/2023	DET FOOD-WALMART	72.64	
				085424	8/28/2023	DET FOOD & SUPPLIES-WALI	68.98	
				036926	8/14/2023	DET FOOD-FRANZ	25.19	
				4807868S185	9/1/2023	PRO SVCS-LEMAY MOBILE SI	23.70	
				114-8770948-50	8/29/2023	PRO SVCS	20.66	4,257.29
	9/26/2023	0023574	EVERT, SUMMER	083123SE	9/11/2023	CAP VOL-MILEAGE	158.77	158.77
	9/26/2023	0028699	SOUND PUBLISHING INC	PDN982618	8/23/2023	ADVERTISING-LEGAL NOTICI	174.30	174.30
	9/26/2023	0041605	HOME DEPOT PRO	764943239	9/12/2023	DET SUPPLIES	335.70	335.70
	9/26/2023	0042355	BRILEY, JUDITH	083123JB	9/3/2023	CAP VOL-MILEAGE	55.02	55.02
	9/26/2023	0048357	SANDERS, AMANDA	CPWIJUL23	9/8/2023	PRO SVCS	8,086.20	
				CPWIAUG23	9/8/2023	PRO SVCS	7,000.00	15,086.20

Sub total for U S BANK:	20,576.59

Final Check List
CLALLAM COUNTY

Nox Weeds

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000799	JAMESTOWN SKLALLAM TRI	Jamestown2023	9/14/2023	COFFEE FOR OIWG FALL ME	25.00	25.00
	9/26/2023	0028699	SOUND PUBLISHING INC	PDN983176	9/6/2023	SEPT SPECIAL BOARD MEET	48.14	
				SEQ983170	9/6/2023	SEPT SPECIAL BOARD MEET	15.95	64.09
						Sub total for U S BANK:		89.09

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0020849	U S BANK	Coca Cola 3703(	9/14/2023	FG 2023 FAIR COCA COLA PR	3,784.95	
				Marathon Eng 8/	9/14/2023	JAIL PAD KITS FOR PADDED (	2,710.00	
				Hotels 72627621	9/14/2023	M 2 ROOM MCCULLOCH PAR	744.42	
				Peninsula Music	9/14/2023	FG WIRELESS MICROPHONE	597.84	
				amaz 6579452	9/14/2023	FG CARPET SQUARES	349.38	
				Viasat CDJ 8/23	9/14/2023	CDJ SATELLITE INTERNET	96.19	
				Viasat SC 8/23	9/14/2023	SC SATELLITE INTERNET	93.76	
				Amaz 9085015	9/14/2023	FG THERMAL CASH REGISTE	52.20	
				amaz 88834013	9/14/2023	FG THERMAL CASH REGISTE	52.20	
				aMAZ 0607441	9/14/2023	ADM THERMAL LAMINATING	26.09	
				walmart 02921	9/14/2023	FG FLOORLAMP	16.16	
				Walmart 02922	9/14/2023	FG WATER FOR HOSPITALIT'	11.47	
				Amaz 2949023	9/14/2023	FG COIN WRAPPERS	9.78	8,544.44
						Sub total for U S BANK:		8,544.44

Final Check List
CLALLAM COUNTY

Prosecutor

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000363	CLALLAM COUNTY SHERIFF	23000380	9/13/2023	PROCESS SERVICE FEE	50.00	50.00
	9/26/2023	0000546	EXPRESS SERVICES, INC	29565504	9/13/2023	EXPRESS SERVICES	518.08	518.08
	9/26/2023	0000890	LANGUAGE LINE SERVICES, I	11093667	9/13/2023	LANGUAGE LINE	189.62	189.62
	9/26/2023	0020849	U S BANK	848721376	9/13/2023	WESTLAW	3,367.56	
				848810328	9/13/2023	WESTLAW	468.80	
				085161	9/13/2023	LABELS FOR DC	181.01	
				9457019	9/13/2023	OFFICE SUPPLIES	175.80	
				0505045	9/13/2023	OFFICE SUPPLIES	80.30	
				1645027	9/13/2023	LEMAY SHREDDING	63.36	
				5543479	9/13/2023	OFFICE SUPPLIES	42.42	
				9153024	9/13/2023	OFFICE SUPPLIES	33.45	
				2023081800545:	9/13/2023	CERTIFIED RECORDS	20.00	4,432.70
						Sub total for U S BANK:		5,190.40

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000091	ANGELES MILLWORK & LUMB	338972	9/7/2023	Tape Measure, Magnetic Ruler	65.26	65.26
	9/26/2023	0000772	INDUSTRIAL HYDRAULICS IN(	A345004	9/8/2023	Broom Motro Repair - PA 411	886.02	886.02
	9/26/2023	0001059	NC MACHINERY CO	PACS0125790	8/24/2023	TDTO 50 Pail - PA	382.80	382.80
	9/26/2023	0001252	PORT ANGELES, CITY OF	52934/4358 9/13	9/13/2023	Utility Charges - PA	3,295.18	3,295.18
	9/26/2023	0001255	PRICE FORD LINCOLN MERCI	5050423	9/13/2023	Headlamp ASY - PA 16	390.00	390.00
	9/26/2023	0001300	PUBLIC UTILITY DISTRICT	22716-090523	9/5/2023	Elect. utility chg, 384 Frontier-C	98.83	98.83
	9/26/2023	0001762	WEST END MOTORS INC	1479-23	8/17/2023	Tires - LC Stores	1,281.48	1,281.48
	9/26/2023	0004211	CENTURYLINK	04766812/09052	9/5/2023	Phone Services 812B - CH 20-I	92.09	92.09
	9/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120316228	9/12/2023	Laundry Services - PA	19.93	
				5120318014	9/14/2023	Laundry Services - SQ	16.34	
				5120313645	9/7/2023	Laundry Services - SQ	16.34	
				5120318003	9/14/2023	Laundry Services - WE	16.30	
				51210313632	9/7/2023	Laundry Services - WE	16.30	85.21
	9/26/2023	0020849	U S BANK	7844-0173024	8/23/2023	Amzn:Reolink- Camera - PA 20	217.19	
				1968-6657848	8/8/2023	Amzn:TSLA- Gas Nozzle - PA 2	199.10	
				7844-9319404	8/29/2023	Amzn:Hilan-SIM Cards - PA 20-	129.23	
				1968-3649044	8/8/2023	Amzn:EstBuy-CB Radio- PA Stc	127.70	
				7844-4544214	9/1/2023	Amzn-Plugs,Switches,Magnets-	93.74	
				9221-0959450	8/15/2023	Amzn:LUQIANGWANGLUO-Ait	65.14	
				7844-7804205	8/10/2023	Amzn:Amzn-Chain - PA 20-YDF	52.05	
				1968-P2088201	8/17/2023	Kitsap Tractor-Brake Swtich - P.	44.30	
				7844-38314424	8/17/2023	Home Depot-Cold Shut - PA 20	38.66	
				1968-0020212EI	8/17/2023	Amzn:Amzn-Toilet Paper - PA	37.19	
				7844-079347	9/5/2023	CoOpFG:Nuts and Bolts - PA 2(	36.49	
				9221-8515938	8/22/2023	Home Depot-Nozzle Set - SQ 2	33.51	
				1968-4693849E	8/14/2023	Amzn:Amzn-Toilet Tissue - WE	30.63	
				7844-3785848	8/31/2023	Amsn:EVA-Window Alarm - PA	29.31	
				7844-6409057	8/31/2023	Amzn:Reolink-Memroy Card 20	29.31	
				9221-080823	8/8/2023	Home Depot:Filter - SQ 401	10.32	1,173.87

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0022435	RACE STREET AUTO PARTS	646150-23	9/12/2023	V-Belts - Pa Stores	162.78	
				645992-23	9/11/2023	Brake Rotors - PA DP197	150.25	
				645226-23	9/5/2023	Air Filter - PA Stores	87.73	
				646134-23	9/12/2023	Oil and air filter, Spark Plugs- P	73.19	
				645989-23	9/11/2023	Oil - PA DP197	54.48	
				645229-23	9/5/2023	Fuel and Oil Filter - PA Stores	45.66	
				645949-23	9/11/2023	Stud MNT Kit - PA 749	32.07	
				646117-23	9/12/2023	Air Filter - PA 45	13.06	619.22
	9/26/2023	0036098	O'REILLY AUTO PARTS	2750-453452	9/12/2023	Air Filter - PA 116	31.07	
				2750-456460	9/12/2023	Stoplight - PA 116	16.41	47.48
	9/26/2023	0038374	IRONCLAD COMPANY	16953	8/31/2023	Tube Broom - LC Stores	3,285.76	3,285.76
						Sub total for U S BANK:		11,703.20

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000039	ALBINA FUEL	0303978-IN	8/20/2023	CHIP SEALING-PA	19,236.71	
				0303561-IN	8/14/2023	CHIP SEALING	19,206.47	
				0304205-DM	8/27/2023	CHIP SEAL DEMURRAGE	571.21	
				0304229-DM	8/27/2023	CHIP SEAL DEMURRAGE	367.20	
				0304113-DM	8/27/2023	CHIP SEAL DEMURRAGE	285.60	
				0304225-DM	8/27/2023	CHIP SEAL DEMURRAGE	285.60	
				0304202-DM	8/27/2023	CHIP SEAL DEMURRAGE	163.20	
				0304454-IN	8/30/2023	CHIP SEALING	-2,130.57	37,985.42
	9/26/2023	0000091	ANGELES MILLWORK & LUMB	338963	9/7/2023	MAINTENANCE SUPPLIES-PA	24.01	
				339001	9/8/2023	FIELD TRAIL SUPPLIES	20.93	44.94
	9/26/2023	0000546	EXPRESS SERVICES, INC	29565486-10101	8/30/2023	EXPRESS EMPLOYMENT 08/2	5,491.74	
				29590257-10101	9/6/2023	EXPRESS EMPLOYMENT 08/2	2,815.65	8,307.39
	9/26/2023	0000885	LAKESIDE INDUSTRIES, INC	245675	9/9/2023	LAKESIDE (TACK) LIQUID ASF	2,624.26	
				245674	9/9/2023	LAKESIDE EZ STREET ASPHA	373.73	2,997.99
	9/26/2023	0001156	OLYPEN INC	230911-0014	9/11/2023	PA OLS DUES 9/22-10/22	40.50	40.50
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1128484	9/13/2023	MAINTENENACE SUPPLIES-F	260.97	260.97
	9/26/2023	0001253	PORT ANGELES SOLID WAST	1149942-081823	8/9/2023	SOLID WASTE UTILITIES-DUI	184.28	
				1152866-082923	8/29/2023	SOLID WASTE UTILITIES-DUI	40.74	
				1143580-072623	7/26/2023	SOLID WASTE UTILITIES-DUI	29.10	
				1147399-080923	8/9/2023	SOLID WASTE UTILITIES-DUI	17.46	
				1153329-083123	8/31/2023	SOLID WASTE UTILITIES-DUI	13.58	285.16
	9/26/2023	0001300	PUBLIC UTILITY DISTRICT	30702-090623	9/6/2023	8/1-9/2 66 LOWER DAM RD	50.34	50.34
	9/26/2023	0001540	SWAIN'S GENERAL STORE IN	317574	9/11/2023	ENGINEER SUPPLIES	72.87	72.87
	9/26/2023	0001573	THOMAS BUILDING CENTER I	30993526	9/6/2023	MAINTENANCE SUPPLIES-SC	526.86	526.86
	9/26/2023	0004211	CENTURYLINK	6812667-090723	9/7/2023	360-681-2677 726B 9/7/23	194.02	194.02
	9/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120316229	9/12/2023	LAUNDREY SERVICE -PA	16.32	
				5120313631	9/7/2023	LAUNDREY SERVICE -LC	16.30	
				5120313646	9/7/2023	LAUNDREY SERVICE -SQ	16.30	
				5120318002	9/14/2023	LAUNDREY SERVICE-LC	16.29	
				5120318015	9/14/2023	LAUNDREY SERVICE-SQ	16.29	81.50
	9/26/2023	0019252	NICHOLS, RICK	NICHOLS-CDL9	9/12/2023	REIMB NICHOLS CDL- LICENS	136.00	136.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0020849	U S BANK	3953-14767	9/1/2023	TRIGG INDUSTRIES LLC TRA	779.96	
				3953-979093	8/24/2023	KNOX BOX .COM LOCKS TOV	367.74	
				3953-0791-0923	8/28/2023	CENTURY LINK CHARGES	343.03	
				3953-7729996	8/30/2023	MURREY'S -WASTE DISPOSA	260.04	
				3953-48401784	8/22/2023	BATTERIES PLUS TRAFFIC C	174.00	
				1968-6861862	8/24/2023	AMAZON -MAINT SUPPLIES	170.56	
				3953-5588235S	8/28/2023	AMAZON OFFICE SUPPLIES	152.20	
				3953-6389000	8/29/2023	AMAZON - MAINT SUPPLIES	145.53	
				3953-25472	8/10/2023	BASELINE EQUIPMENT	144.80	
				3953-1356-0923	8/28/2023	CENTURY LINK CHARGES	133.60	
				1968-0801015	8/19/2023	AMAZON -MAINT SUPPLIES	132.19	
				3953-407683	8/29/2023	BATTERIES PLUS- COUNTER	119.63	
				3953-558823SE	8/28/2023	AMAZON SUPPLIES	68.53	
				7844-1209010	9/1/2023	AMAZON -TRAIL SUPPLIES	68.41	
				9221-9626824	8/21/2023	HOME DEPOT	58.32	
				3953-1086624	8/7/2023	AMAZON OFFICE SUPPLIES	41.76	
				1968-0472247	8/25/2023	AMAZON -MAINT SUPPLIES	41.12	
				1968-0020212R	8/18/2023	AMAZON -MAINT SUPPLIES	37.21	
				1968-8813842	8/18/2023	AMAZON -MAINT SUPPLIES	31.34	
				1968-4693849R	8/15/2023	AMAZON -MAINT SUPPLIES	30.63	
				1968-9819429	8/24/2023	AMAZON -MAINT SUPPLIES	30.44	
				1968-8511406	8/23/2023	AMAZON -MAINT SUPPLIES	27.29	
				7844-3158640	8/18/2023	AMAZON -TRAIL SUPPLIES	17.19	
				1968-PRIME-09	8/9/2023	AMAZON PRIME	16.31	
				3953-PRIME-09	9/6/2023	AMAZON - PRIME	16.31	
				3953-480786S	8/28/2023	LE MAY MOBILE SHREDDING	15.84	
				3953-35518 709	8/28/2023	GOOD TO GO- FEES	6.50	3,430.48
	9/26/2023	0041163	FICKETT STRUCTURAL SOLU	23050-02	9/6/2023	BRIDGEWORKS LOAD RATIN	7,678.87	7,678.87
	9/26/2023	0041522	GORMLEY, COLE	GORMLEYCDL-	9/12/2023	GORMLEY REIMB FOR CDL P	175.00	175.00
						Sub total for U S BANK:		62,268.31

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000677	GRAINGER INC	9816893565	8/24/2023	MAINTENANCE SUPPLIES- W	93.92	
				9822927050	8/30/2023	MAINTENANCE SUPPLIES- W	84.78	
				982372433	8/31/2023	MAINTENANCE SUPPLIES- W	69.90	248.60
	9/26/2023	0001258	PORT ANGELES POWER EQU	98020417	8/29/2023	MAINTENANCE SUPPLIES- W	51.02	51.02
	9/26/2023	0001300	PUBLIC UTILITY DISTRICT	22718-090523	9/5/2023	8/2-8/29 410 FRONTIER ST	807.45	
				22602-090523	9/5/2023	8/2-8/29 BOGACHIEL & PIONE	206.45	1,013.90
	9/26/2023	0020849	U S BANK	3953-1116-0923	8/28/2023	CENTURY LINK CHARGES	251.95	
				7844-6847464	8/21/2023	AMAZON -WWTP SUPPLIES	191.04	
				8199-118966-2	8/16/2023	HARBOR FREIGHT SUPPLIES	129.21	
				8199-118966-1	8/16/2023	HARBOR FREIGHT SUPPLIES	114.01	
				8199-042719	8/8/2023	USPS SHIPPING	112.15	
				8199-091092	8/29/2023	USPS SHIPPING	85.75	
				7844-8614143	8/22/2023	HOME DEPOT -WWTP SUPPL	15.29	
				8199-008667	8/15/2023	USPS SHIPPING	8.56	907.96
	9/26/2023	0001632	U S POSTMASTER	BOX24393023	9/30/2023	PO BOX 243 98362 RENEWAL	118.00	118.00
	9/26/2023	0001621	USA BLUE BOOK	INV00118800	8/29/2023	WWTP MAINTENANCE SUPPI	137.49	
				INV00120898	8/31/2023	WWTP MAINTENANCE SUPPI	10.37	147.86
	9/26/2023	0000546	EXPRESS SERVICES, INC	29590257-43401	9/6/2023	CROSS BULLMAN BEACH EX	609.00	609.00
						Sub total for U S BANK:		3,096.34

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000179	BEERS, RICHARD B	Jul-Oct 2023	9/5/2023	RENTAL AGREEMENT W/RET	2,180.00	2,180.00
	9/26/2023	0000268	WAVE BUSINESS	1032293-02-Sep	9/1/2023	CABLE TV - INMATES	333.62	333.62
	9/26/2023	0000268	WAVE BUSINESS	1032290-02-Sep	9/1/2023	CABLE - ADMIN & JAIL	286.32	286.32
	9/26/2023	0000268	WAVE BUSINESS	1032290-02-Sep	9/1/2023	CABLE - EDWARDS RD	135.27	135.27
	9/26/2023	0000296	CENTURYLINK	406092135-Sep2	9/6/2023	DATA CONNECTION	1,236.30	1,236.30
	9/26/2023	0000296	CENTURYLINK	300421654-Sep2	9/6/2023	TELEPHONE SERVICE	225.05	225.05
	9/26/2023	0000354	CLALLAM COUNTY SEWER DI	1481-Sep23	9/11/2023	CLALLAM BAY/SEKIU SEWER	56.50	56.50
	9/26/2023	0000593	FORKS, CITY OF	2720	9/6/2023	PRISONER BOARD BILL	4,239.20	4,239.20
	9/26/2023	0000608	FRANZ FAMILY BAKERIES	117101004043	8/10/2023	FOOD	125.94	
				117101003959	8/3/2023	FOOD	125.90	
				117101004129	8/28/2023	FOOD	117.60	
				117101004063	8/14/2023	FOOD	100.80	
				117101004076	8/17/2023	FOOD	100.80	
				117101004096	8/21/2023	FOOD	100.80	
				117101004108	8/24/2023	FOOD	100.80	
				117101004144	8/31/2023	FOOD	100.80	
				117101004029	8/7/2023	FOOD	84.00	957.44
	9/26/2023	0000628	GALLS LLC	025487840	8/26/2023	UNIFORM - WOOD	226.28	
				025496107	8/28/2023	UNIFORM - BRAZIER	217.58	
				024725090	6/6/2023	CREDIT MEMO	-181.50	262.36
	9/26/2023	0000812	JIFFY CLEANERS	091123	9/11/2023	UNIFORM CLEANINGS	142.89	142.89
	9/26/2023	0000918	LINCOLN STREET STATION	Account1-Sep23	9/1/2023	SHIPPING CHARGES	307.51	307.51
	9/26/2023	0001148	OLYMPIC SPRINGS INC	359787	8/2/2023	WATER	155.80	
				360288	8/16/2023	WATER	155.80	
				360539	8/30/2023	WATER	146.06	
				360729	8/31/2023	WATER COOLER RENT	43.30	500.96
	9/26/2023	0001252	PORT ANGELES, CITY OF	81660	8/31/2023	DUMP CHARGES	10.00	10.00
	9/26/2023	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Sep23	9/5/2023	OPSCAN TOWER	78.09	78.09
	9/26/2023	0001300	PUBLIC UTILITY DISTRICT	96237-Sep23	9/5/2023	FRONTIER ST #2	53.05	
				65837-Sep23	9/5/2023	MORSE CREEK HOOKUP	50.34	
				22794-Sep23	9/5/2023	FRONTIER ST #1	26.10	129.49
	9/26/2023	0001426	SEQUIM, CITY OF	Oct 2023	9/14/2023	LEASE AGREEMENT	1,100.00	1,100.00
	9/26/2023	0001540	SWAIN'S GENERAL STORE IN	317424	9/7/2023	UNIFORM - WALKUP	195.70	195.70
	9/26/2023	0001543	SWANSONS SERVICES CORP	1757350	8/31/2023	INDIGENT PACKS	45.21	45.21

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0001547	SYSCO FOOD SERVICES OF S	555140545	8/16/2023	FOOD & SUPPLIES	2,460.28	
				555153877	8/23/2023	FOOD & SUPPLIES	1,837.37	
				555169038	8/31/2023	FOOD & SUPPLIES	1,667.69	
				555114130	8/2/2023	FOOD & SUPPLIES	1,364.52	
				555127462	8/9/2023	FOOD & SUPPLIES	1,267.90	
				555144043	8/18/2023	CREDIT MEMO	-21.00	8,576.76
	9/26/2023	0003410	LEMAY MOBILE SHREDDING	4807867S 185	9/1/2023	SHREDDING - OPNET	15.84	15.84
	9/26/2023	0004211	CENTURYLINK	360-417-5383-S	9/2/2023	INTERNET	65.00	65.00
	9/26/2023	0004870	PROPAC	381434	8/23/2023	FANNY PACKS FOR CERT TR	1,031.52	
				381578	9/6/2023	FANNY PACKS FOR CERT TR	108.06	1,139.58
	9/26/2023	0017787	DAIRY FRESH FARMS INC	8082323618	8/24/2023	FOOD	318.40	
				882322914	8/17/2023	FOOD	302.49	
				8082321507	8/3/2023	FOOD	294.29	
				8082322219	8/10/2023	FOOD	293.46	
				8082324314	8/31/2023	FOOD	212.58	1,421.22
	9/26/2023	0020862	GERMAN, NANCY	Oct 2023	9/14/2023	LEASE AGREEMENT	2,388.15	2,388.15
	9/26/2023	0024819	QUILEUTE TRIBE	October 2023	9/14/2023	LEASE AGREEMENT	1,200.00	1,200.00
	9/26/2023	0026698	JOHNSON, LINDA	091223	9/12/2023	OPNET PETTY CASH REIMBL	271.34	271.34
	9/26/2023	0027742	NATIONAL FOOD GROUP INC	IN0901000	8/31/2023	FOOD	2,099.88	2,099.88
	9/26/2023	0033486	LN CURTIS & SONS INC	INV738014	8/21/2023	UNIFORM - BP VEST - GREG(	1,960.58	
				INV741414	8/30/2023	UNIFORM - BP VEST - BRAZIE	1,863.74	
				INV742874	8/31/2023	MAGAZINE POUCHES	184.48	
				INV742515	8/31/2023	UNIFORM - PENCE	17.63	4,026.43
	9/26/2023	0037247	HAIR BY NICOLE	091223	9/12/2023	INMATE HAIRCUTS	210.00	210.00
	9/26/2023	0038438	SCHOENFELDT & ASSOCIATE	072123	7/21/2023	KEYNOTE PRESENTATION: F	1,500.00	1,500.00
	9/26/2023	0040041	FRONTIER PRECISION INC	282467	9/8/2023	TRIMBLE SOFTWARE MAINT	2,565.50	2,565.50
	9/26/2023	0040924	CRASH DATA GROUP INC	INV12492	9/7/2023	ANNUAL BOSCH CDR SOFTW	1,500.00	1,500.00
	9/26/2023	0042636	HARBOR FOODSERVICE	643538	8/7/2023	FOOD	1,604.13	1,604.13
	9/26/2023	0047517	GREGOIRE, KATHI	090723	9/7/2023	MILEAGE FOR CHAPLAIN FUI	102.31	102.31
	9/26/2023	0049042	INVENTECH MARINE SOLUTI	2845	9/5/2023	NEW BOAT - 21' T-TOP LIFE F	188,132.92	
				2846	9/5/2023	TITLE & REGISTRATION FOR	383.00	188,515.92
						Sub total for U S BANK:		229,623.97

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0001439	SHERIFFS ADVANCED TRAVE	5344	8/24/2023	ESTHER MCKELLAR	511.37	511.37
	9/26/2023	0020849	U S BANK	0097-Sep 23	9/6/2023	AMAZON, PAYPAL, PARK N JE	3,849.33	
				0037-Sep23	9/6/2023	GLOBALSTAR, EMERGENCY	2,966.14	
				6528-Sep23	9/6/2023	ALASKA AIR, HAM RADIO OU	1,467.91	
				0945-Sep23	9/6/2023	CHEVRON, HAM RADIO OUTI	988.13	
				8739-Sep23	9/6/2023	GOOD2GO,GALLS,DRONETA	912.59	
				6730-Sep23	9/6/2023	ALASKA AIR, GOOD2GO, HILT	646.76	
				6236-Sep23	9/6/2023	TESSCO	381.44	
				4530-Sep23	9/6/2023	MEDITAC, GREAT NW TOWIN	349.11	
				7275-Sep23	9/6/2023	GOOD2GO, WALMART, LIVE	284.65	
				7400-Sep23	9/6/2023	SIMPLISAFE	30.40	11,876.46
						Sub total for U S BANK:		12,387.83

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0001136	OLYMPIC MEDICAL CENTER	OMC-9.14.23	9/14/2023	INMATE MEDICAL	11,152.67	11,152.67
	9/26/2023	0001254	PORT ANGELES FIRE DEPART	15-2023-000023	9/14/2023	INMATE MEDICAL	175.03	
				15-2023-000023	9/14/2023	INMATE MEDICAL	175.03	350.06
	9/26/2023	0041537	MCKESSON MEDICAL-SURGI(	21095225	9/12/2023	INMATE MEDICINE	326.35	
				21058588	9/4/2023	INMATE MEDICINE	152.50	
				21050147	8/31/2023	INMATE MEDICINE	133.41	
				21088293	9/11/2023	INMATE MEDICINE	94.74	
				21050523	8/31/2023	INMATE MEDICINE	87.78	
				21083905	9/11/2023	INMATE MEDICINE	50.92	
				21046757	8/31/2023	INMATE MEDICINE	25.36	
				21079173	9/8/2023	INMATE MEDICINE	15.56	886.62
	9/26/2023	0048022	SOUND INPATIENT PHYSICIAI	ZB3YTSL	9/14/2023	INMATE MEDICAL	146.93	
				ZB499KC	9/14/2023	INMATE MEDICAL	122.04	
				ZB499KD	9/14/2023	INMATE MEDICAL	86.08	
				ZB3YTSQ	9/14/2023	INMATE MEDICAL	27.69	
				ZB3YTSS	9/14/2023	INMATE MEDICAL	27.69	410.43
						Sub total for U S BANK:		12,799.78

Final Check List
CLALLAM COUNTY

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000357	CLALLAM-JEFFERSON CO PRC	F 10-23	9/8/2023	OCTOBER 2023 - COURT FAC	3,750.00	3,750.00
	9/26/2023	0000716	HAYDEN, JOHN F	JHAYDEN 62523	9/14/2023	6/25/23-TRAVEL REIMBURSEI	4,352.29	4,352.29
	9/26/2023	0001148	OLYMPIC SPRINGS INC	360292	9/14/2023	8/31/23-JURYROOM WATER S	48.69	48.69
	9/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1128440	9/14/2023	9/11/23-TONER FOR FJCIP	298.09	298.09
	9/26/2023	0020949	ABUAN, ALBERT A, ATTORNE	ABUAN 91223	9/14/2023	22-4-00557-05, IN RE O'CONN	2,339.66	2,339.66
	9/26/2023	0034260	HAYDEN, SUZANNE M	SHAYDEN 6252	9/14/2023	6/25/23-TRAVEL REIMBURSEI	1,272.75	1,272.75
	9/26/2023	0041838	OXFORD HOUSE OHANA	OHANA 91223	9/14/2023	9/12/23-RENT FOR DC PARTI(	925.00	925.00
	9/26/2023	0041841	OXFORD HOUSE SUNRISE HE	SUNRISE 91223	9/14/2023	9/12/23-RENT FOR DC PARTI(	150.00	150.00
	9/26/2023	0043884	LAW OFFICE OF PATRICK M E	ERKER 91223	9/14/2023	22-4-00557-05, IN RE O'CONN	2,085.00	2,085.00
	9/26/2023	0046756	PENA, KONNING MAURICIO	000020	9/14/2023	23-1-00183-05, ST. V. GOMEZ	135.00	135.00
	9/26/2023	0047152	DUDLEY, JENNIFER	DUDLEY 90823	9/14/2023	8/27/23-RT MILEAGE TO REC(	94.32	94.32
						Sub total for U S BANK:		15,450.80

Final Check List
CLALLAM COUNTY

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0027983	HYLAND SOFTWARE INC	LE01-316019	9/14/2023	CLERK EAC 7/15/2023 -8/14/2(	360.85	
				LE01-315789	9/14/2023	CLERK EAC 6/15/23- 7/14/202:	294.28	655.13
						Sub total for U S BANK:		655.13

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/26/2023	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202308	9/13/2023	MONTHLY SUBSCRIPTION	115.43	115.43
	9/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-156783	9/13/2023	CURRENT USE REMOVAL RE	204.50	204.50
	9/26/2023	0001138	OLYMPIC PENINSULA TITLE C	TR-0923	9/13/2023	TITLE REPORT SERVICES	15,640.00	15,640.00
	9/26/2023	0020849	U S BANK	C87212	9/13/2023	OFFICE SUPPLIES	138.85	138.85
						Sub total for U S BANK:		16,098.78

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	9/14/2023	0000268	WAVE BUSINESS	WAVE 9/14/23	9/14/2023	VET CENTER PHONE	90.52	90.52
	9/14/2023	0000360	CLALLAM COUNTY ER&R	ER&R 9/14/23	9/14/2023	VEHICLE RENTAL	344.24	344.24
	9/14/2023	0000753	PENINSULA HOUSING AUTHO	CJ7401 9/14/23	9/14/2023	RENT	485.00	485.00
	9/14/2023	0001036	MURREYS OLYMPIC DISPOSA	MDC 9/14/23	9/14/2023	VET CENTER RECYCLE	41.96	41.96
	9/14/2023	0001179	PACIFIC OFFICE EQUIPMENT	POE 9/14/23	9/14/2023	VET CENTER PRINTER	108.23	108.23
	9/14/2023	0001300	PUBLIC UTILITY DISTRICT	MS0748 9/14/23	9/14/2023	UTILITIES	198.54	198.54
	9/14/2023	0002928	MAKAH HOUSING AUTHORITY	CJ7249 9/14/23	9/14/2023	RENT	974.00	974.00
	9/14/2023	0020849	U S BANK	STWS 9/14/23	9/14/2023	CONFERENCE HOTEL FUEL /	502.10	
				SA5025 9/14/23	9/14/2023	FUEL	250.00	
				GM9860 9/14/23	9/14/2023	FOOD	150.00	
				MJ7934 9/14/23	9/14/2023	FOOD	150.00	
				RM6448 9/14/23	9/14/2023	FOOD	150.00	
				SW8839 9/14/23	9/14/2023	FUEL	150.00	
				BL7884 9/14/23	9/14/2023	FOOD	100.00	
				CT2720 9/14/23	9/14/2023	FUEL	100.00	
				MJ3268 9/14/23	9/14/2023	FOOD	100.00	
				PD1598 9/14/23	9/14/2023	FOOD	100.00	
				RD5090 9/14/23	9/14/2023	FUEL	100.00	1,852.10
						Sub total for U S BANK:		4,094.59

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BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of September 18 -22, 2023

SEP 26 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, September 18, 2023. Present were Commissioners Johnson and French, and Administrator Mielke. Commissioner Ozias was excused.

Items of discussion per the agenda published September 14 were:

- Calendar/Correspondence
- Olympic National Park update
- Pre-application questionnaire with Washington State Department of Agriculture to renovate the fairgrounds Dog Barn and show arena
- Pre-application questionnaire with Washington State Department of Agriculture to perform safety upgrades to the fairgrounds rodeo arena and pins
- Agreement with Recreation and Conservation Office for Lake Pleasant Dock Renovation Project
- Victim Witness Coordinator Division presentation
- Special Lease to extend Blue Mountain Transfer Site Lease with the WA. State Dept. of Natural Resource
- Climate Action Plan review and next steps
- Resolution appointing Ronnie Meldrum to the Olympic Area Agency on Aging Advisory Council
- Presentation of new Cable Television Franchise Agreement with WaveDivision I, LLC and WaveDivision III, LLC dba Astound Broadband

Meeting concluded at 12:25 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, September 19, 2023. Also present were Commissioners Johnson and French and Administrator Mielke. Commissioner Ozias was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CMFm to adopt the agenda as presented, CRJs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on item 1d, work session items 2 and 10

CONSENT AGENDA

1a Approval of vouchers for the week of September 11
1b Approval of payroll for the period ending August 31
1c Approval of minutes for the week of September 11
1d Support letter with Department of Commerce for Comprehensive Plan GMA Periodic Update Grant

ACTION TAKEN: CMFm to adopt the consent agenda as presented, CRJs, mc

REPORTS AND PRESENTATIONS

- CMF commented on Recompete, upcoming meetings
- CRJ commented on Richard B. Anderson event, Vietnam Veterans Ceremony, Lodging Tax Advisory Committee Strategic Tourism Plan, Legislative priorities

CONTRACTS AND AGREEMENTS

2a Agreement with Axon Enterprise, Inc. for access to a basic, free version of Evidence.com
ACTION TAKEN: CMFm to approve, CRJs, mc

2b Agreement with Jamestown S'Klallam Tribe for Olympia oyster restoration
ACTION TAKEN: CMFm to approve, CRJs, mc

ADMINISTRATION

3a Purchase order with GovConnection, Inc. for VMWare renewal
ACTION TAKEN: CMFm to approve, CRJs, mc

PUBLIC WORKS

4a Notice to call for bids to be received no later than Tuesday, October 10, 2023 at 10 a.m. regarding the Lighthouse Pump Station Replacement Project
ACTION TAKEN: CMFm to issue notice, CRJs, mc

4b Special Lease to extend Blue Mountain Transfer Site Lease with the WA. State Dept. of Natural Resource
ACTION TAKEN: CMFm to approve, CRJs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on the Climate Action Plan presentation, electric vehicles
- Ed Bowen, Clallam Bay, commented on Forest Service Meeting
- Tim Wheeler, Sequim, commented Ice Cream Social, World River Day on Sunday, September 24, 2023, Power Plant and TCB 23 - Elwha River (see attached)
- Brain Grad, Sequim, commented on the Power Plant and TCB 23 - Elwha River
- Ellen Manshew, Joyce, commented on Power Plant and TCB 23 - Elwha River

HEARING(S)

H1 Proposed Ordinance titled Compost Procurement Policy
- Ron Garcelon, Public Works, provided a staff report

ACTION TAKEN: CMFm to open the public hearing, CRJs, mc
- CRJ noted no one provided testimony

ACTION TAKEN: CMFm to close the public hearing and adopt, CRJs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on freshwater, water storage
- Nina Sarmiento, Port Angeles commented on Power Plant and TCB 23 - Elwha River

The meeting concluded at 10:44 a.m. and continued to 9 a.m., Monday, September 25, 2023.

There are no Zoom chat logs for the week of September 18.

The Board of Commissioners attended United Way Watch Party, WSAC Virtual Update, Board of Health Meeting, Coffee with Colleen, Clallam Transit Meeting, Timber Counties Caucus Meeting during the week of September 18.

PASSED AND ADOPTED this 26th day of September 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill
CMO	Commissioner Mark Ozias
CRJ	Commissioner Randy Johnson
CMF	Commissioner Mike French

m	moved
mc	motion carried
s	seconded

DRAFT

Public Comment
Tim Wheeler
9/19/23

SAVE THE ELWHA WATERSHED! WORLD RIVER DAY SEPT. 24

Dear Friends,

I am forwarding to you an email I received from attorney, Elizabeth Dunne, Policy Director of Earth Law:

"Sunday, September 24 is World Rivers Day. On September 24, 1 p.m. we're meeting at Colville MTB Trails Parking Lot (aka horse trailer parking) about ¾ mile up Dan Kelly Rd. to walk 'Unit 3' of the Power Plant forest to the Elwha River. No registration is needed but be prepared to hike 2 miles round-trip."

Elizabeth is spearheading the struggle to stop clearcut logging in the Elwha River watershed. Her own organization Earth Law and the Elwha Forest Fund and the Elwha Legacy Forests, are leading a growing movement to protect the Elwha watershed. The Clallam County Democratic Party adopted unanimously a resolution urging Public Lands Commissioner, Hilary Franz to delay or cancel the sale. The LD-24 Democratic Party followed the next day adopting the same resolution.

The Elwha is the only source of drinking water for the City of Port Angeles. We spent over $350 million to take down two dams and restore the spawning beds for salmon that are now returning to spawn. Removing the dams was a project led by the Lower Elwha Klallam Tribe. We are all celebrating this victory, a model for restoration of rivers across the nation and around the world.

Do you know how much Port Angeles Schools will receive as its share of the payout from Murphy Inc. the Oregon logging company that bought the logging rights? $75,000. Pitiful! We put at risk the drinking water of Port Angeles and surrounding communities for a few thousand dollars more than the salary of ONE teacher in Port Angeles! Please join us on River Day, Sept. 24.

Tim Wheeler
Acting Chair, Voices for Health & Healing
greenpastures164@gmail.com
(360) 683-0735

DIRECTIONS: From Port Angeles, drive west on Hiway-101. Turn right onto Rt. 112 toward Joyce. Cross the Elwha. Turn left on Dan Kelly Road. Drive to Colville MTB Trails Parking Lot.

1C

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: September 25, 2023**

REGULAR AGENDA ☒ **Meeting Date: September 26, 2023**

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:

North Olympic Recompete Coalition (NOPRC) made up of members from both Clallam and Jefferson counties, including several Tribes are applying for the EDA Recompete Grant. The Recomplete Grant will address Prime Age Employment Gap (PAEG) in the region. The PAEG are individuals between 25-54 years of age that are no longer actively engaged in the workforce due to lack of opportunities, training, and other barriers to employment. There are several phases and funding opportunities involved in this program.

Phase 1 - A: Recompete Plan Approval – This is EDA's first review of Recomplete Project Plans. They are looking for understanding of the specific issues of your area and a rough project plan. EDA will choose approximately 20 programs in the first round to complete for Phase 2 Implementation Grants. Only Plan that receive EDA approval will be able to move on to Phase 2. There is no funding attached to the Plan Approvals. Deadline to submit for approval is October 5th, 2023.

Phase 1 - B: Strategic Development Grant (STG) – This grant will provide funding to continue research and development of our Recomplete Plan to prepare for the Phase 2 application. These grants will be between $250,000 and $500,000. Deadline to submit for this grant is also October 5th, 2023.

Phase 2 – Recomplete Implementation Grant – If we get EDA approve of our Recomplete Plan to move on to Phase 2, we will be applying for the full grant. The Implementation grants are for approximately $50 million dollars. The Notice of Funding Opportunity (NOFO) for this grant is expected to come out this winter. The deadline to apply for this grant is yet to be determined.

The County in prior meetings has agreed to be the Lead Applicant for the NOPRC to apply for these programs. To complete our Phase 1 applications, we need the following items from the Board.

1. Signed Letter of Support – Letter must include the County's role as Lead Applicant for the grant application per the NOFO and EDA Guidance.

2. Approval of the Pre-Grant Authorization and Assigning Angi Klahn to the Authorized Representative role on the EDA Edge Portal to be able to submit final application.

NOPRC is working on acquiring the additional support letters from members and partners in this project. We appreciate any additional assistance and support the Commissioners can provide to achieve this goal.

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?** ☐

If STG grant is award, budget changes will need to be made. This may not affect budgets until 2024.

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

Staff recommend the Approval Pre-Grant Application and Authorization of Angi Klahn to submit application on the County and NOPRC behalf and the signing of the Letter of Support/Lead Applicant Role.

County Official signature & print name: Commissioner Mike French

Name of Employee/Stakeholder attending meeting: Angi Klahn

Relevant Departments: BOCC

Date submitted: 9/20/2023

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
MIKE FRENCH, District 3

TODD MIELKE, County Administrator

September 26, 2023

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

Re: North Olympic Peninsula Recompete Coalition (NOPRC)
Clallam County's Leadership Role and Support

To Whom It May Concern,

Clallam County Board of Commissioners are strongly in support of North Olympic Peninsula Recompete Coalition's (NOPRC) applications for the opportunity to compete for Recomplete Plan Approval and the Strategy Development Grant. We believe the Recomplete Program could provide the much-needed investments that our two-county region needs to address our persistent economic distress and the Prime Age Employment Gap (PAEG) that is a product of it. We are excited by the partnerships and projects that are emerging from the collective approach of this coalition.

Clallam County will be assuming the Lead Applicant role for the Coalition and is submitting applications for both the Recompete Plan Approval and the Strategy Development Grant on behalf of NORPC. As the Lead, the County will be responsible for grant administration and financial reporting. NOPRC, through Clallam County, will be hiring the services of a Recomplete Plan Coordinator (RPC) to handle the project implementation, coordination, and management tasks.

NOPRC has built a strong coalition of members from both Clallam and Jefferson Counties, and the Tribes in our area. We have the support from key regional industries and businesses reflected in our letters of support and the projects we are putting forward. We all are

committed to working together to solve the Prime Age Employment Gap and improving our overall economies and standard of living in the process. Our hopes are that we will build a model that other regions can adapt and modify to their own circumstances and improve their futures as well.

Thank you for the opportunity to invest in our future.

Sincerely,

Mark Ozias
Chair of the Board of Commissioners

Clallam County
Grant Application Information

DEPARTMENT: **BOCC**

DATE SUBMITTED TO W/S: 9/25/2023

GRANT NAME: **Recompete-Strategy Development Grant and Recomplete Plan Approval**

APPLICATION DEADLINE: **10/5/2023**

ISSUING AGENCY: **EDA**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **18-36 Months (SDG)**

RENEWAL POSSIBLE? **UNKNOWN**

TOTAL AWARD: $**250-500K**

ANNUAL AMOUNT :**NA**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **NA**

DESCRIPTION OF GRANT AND PURPOSE:
Step 1 of 2 step process. The Recomplete Plan Approval is an evaluation of the preliminary proposal for the Recompete funding. EDA will choose approximately 20 plans from around the county. Only plans that get the approval move on to complete for the Recompete Funding next year. The Strategy Development Grant is a separate application for grant funding to further research and develop our proposal to compete in Phase 2. The County will be applying as the Lead Applicant for a coalition of members from both Jefferson and Clallam Counties, Port of Port Angeles, EDAs from both Clallam and Jefferson County, NODC , the Tribes, and Cities. There are many other members and partner for the community that will be supporting this project and the Coalition may grow prior to Phase 2 as projects develop.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
The Recompete Grant is designed to get Prime Age (25-54) that are not currently in the work force into good paying jobs ($26+) through outreach programs, economic development, and workforce training. Phase 2 implementation will fund 308 projects within a region to address this issue.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Yes, it will improve the overall standard of living for citizens of Clallam and Jefferson County and grow our core industries for the future economy.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
This will increase these services and create additional services. Yes, the North Olympic Peninsula has dealt with persistent economic issues and poverty for decades.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
This is part of what the Strategic Development Grant will address, how we will be able to measure our success and make adjustments to improve where needed.

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?
If successful, the hope is that this could transition to employer or community funding of some sort.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
No matching funds are required for either Phase 1 or 2. Phase 2 will consider matching a competitive factor.

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 will extend beyond the County itself. Funding from the SDG will be used to hire a Recomplete Plan Coordinator (RPC), a requirement for Phase 2. The County will need to manage the financial aspects for the grant for the coalition.

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?
Most likely, yes. The grant will be able to fund these positions for the duration of the grant.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?
As noted above, the grant will take additional staff to administer, but grant provides for this additional cost.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
North Olympic Peninsula will continue to have increased levels of Prime Age Unemployment.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?
Yes, indirects are allowed under this grant. Will need to submit our NICRA for indirect rate.

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

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
Details will need to follow.

OTHER COMMENTS
The grant and approval plan will need to be submitted via EDA's Edge Portal online. Angi Klahn will need approval to submit applications as the "Authorized Representative".


Mike French

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Todd Mielke, ADMINISTRATOR **APPROVAL**

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

Id

SEP 26 2023

PROCLAMATION

RECOGNIZING OCTOBER 2023
AS DISABILITY EMPLOYMENT AWARENESS MONTH

WHEREAS, October is "National Disability Employment Awareness Month" and;

WHEREAS, individuals who experience intellectual and developmental disabilities have the ability and desire to seek employment in settings that provide opportunities to earn competitive wages and benefits, enable them to reach their maximum potential, achieve economic self-sufficiency and contribute to their communities and;

WHEREAS, individuals who experience intellectual and developmental disabilities have a positive impact on the economy by earning wages, purchasing goods and services in our communities, and becoming self-supporting and;

WHEREAS, including individuals who experience intellectual and developmental disabilities in the workforce creates an inclusive community and;

WHEREAS, Clallam County strongly supports and encourages individuals who experience intellectual and developmental disabilities to find a career pathway to employment, thus, fostering the key objectives of advancing individual well-being and self-empowerment;

WHEREAS, individuals and their families, local government, the business community, and the general public benefit greatly from increased employment of individuals who experience intellectual and developmental disabilities and share in the responsibility for achieving this goal;

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Clallam County Commissioners hereby recognizes October as Disability Employment Awareness Month in Clallam County and encourages all businesses and citizens to advocate and support increased employment and inclusion in the community for individuals who experience intellectual and developmental disabilities.

Signed this 26th day of September 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

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SEP 26 2023

PROCLAMATION

RECOGNIZING RESILIENCE AWARENESS MONTH IN CLALLAM COUNTY

WHEREAS, there is compelling scientific evidence of a correlation between negative childhood experiences (known as Adverse Childhood Experiences [ACEs]) and the resulting lifespan behavioral and health problems when ACEs are unrecognized and unaddressed; and

WHEREAS, additional findings in the past 20 years since the publication of the original ACE Study inform us of other adverse events to also be correlated to negative behavioral and health outcomes, such as toxic stress; historical, structural, environmental or community experiences of trauma; and

WHEREAS, resilience is an antidote and there is also compelling scientific evidence that being able to rely on relationships to access resources and support in those moments of need can transform potentially toxic experiences into tolerable ones, and

WHEREAS, resilience needs to be nurtured throughout the life-span; resilience is fostered through supportive relationships with caring adults and experiences that strengthen our core adaptive skills; resilience is built through protective factors at the community, organizational and individual levels; and

WHEREAS, the Clallam Resilience Project, a program of United Way of Clallam County, and a consortium of over 50 local agencies envisions a community aware of and actively practicing individual and community resilience strategies that promote wellness;

NOW THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS do hereby proclaim the month of October 2023 to be the fifth annual Resilience Month in Clallam County and urge all residents to learn about ACEs and create a community that talks about and practices resilience strategies that promote wellness. Throughout October there are multiple free opportunities for ALL to engage in about how we can contribute to a community of hope and healing.

Signed this 26th day of September 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

Contract Number# 305-23-006

2a

SEP 26 2023

AGENDA ITEM SUMMARY

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: 9.18.2023**

REGULAR AGENDA ☒ **Meeting Date: 9.26.2023**

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

Item Summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 305-23-006

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure are attached: ☐

Executive summary: RCO Grant Agreement # 22-2063D Lake Pleasant Dock Renovation- to remove and replace 6ea. existing damaged wood pilings with 6ea. new stainless-steel pilings.

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?** ☐

Reimbursable grant to cover 74.75% or $110,625.00 of project cost. County to cover 25.50% or $37,375.00 from existing capital funds (59419.62.2245)

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

Sign the RCO Grant Agreement 22-2063D

County Official signature & print name: Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted: 9.11.2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and by and through the Clallam County Parks, Fair and Facilities Division (Sponsor, and primary Sponsor), 223 East 4th Street Ste 7, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Recreation Resource Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Clallam County Park, Fair & Facilities will use this grant to replace pilings to renovate and refloat the boat dock structure at Lake Pleasant County Park. The boat launch is the only public access to Lake Pleasant. The primary recreation opportunity provided by this grant is motorized boating.

PERIOD OF PERFORMANCE

The period of performance begins on July 15, 2023 (project start date) and ends on February 28, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed $110,625.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - Boating Facilities - Local	74.75%	$110,625.00	State
Project Sponsor	25.25%	$37,375.00	
Total Project Cost	100.00%	$148,000.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Boating Facilities Program (BFP) - Manual 9
- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Clallam County Parks Department

State - RCO Lead: Proceed under an IDP: This project has been reviewed in compliance with Executive Order 21-02. No cultural resources work required for this scope of work (in-water). Work may proceed in accordance with RCO's Inadvertent Discovery Plan. If the scope of work changes or any upland ground disturbance is added, then a survey will be required. Future projects actions may require cultural resources review and survey.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact
Don Crawford
Director
223 East Fourth Street, Suite 7
Port Angeles, WA 98362
donald.crawford@clallamcountywa.gov

RCO Contact
Andrea Hood
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
andrea.hood@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 22-2063, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Clallam County Parks, Fair and Facilities Division

By: _____ **Date:** _____

Name (printed): _____

Title: _____

Approved as to form:

Bert D. Boughton
Deputy Prosecuting Attorney

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____ **Date:** _____
Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ **Date:** 05/01/2023
Assistant Attorney General

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Lake Pleasant Community Beach dock

Boating Infrastructure

Boarding float installation

Number of boarding floats:	0 new, 5 renovated 5 ea. renovated 20' floating docks installed on new pilings

General Site Improvements

Install pilings

Number of and piling type:	
Galvanized steel	6
Select the structures supported by piling:	Boarding float

Site Preparation

General site preparation

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Design Initiated	01/06/2023	
X	Applied for Permits	05/24/2023	
X	SEPA/NEPA Completed	05/24/2023	
X	Project Start	07/15/2023	
	Cultural Resources Complete	08/31/2023	Cultural Resources Complete: Inadvertent Discovery Plan Required; See Special Conditions - Cultural Resources
	60% Plans to RCO	09/15/2023	
	All Bid Docs/Plans to RCO	11/15/2023	
	Progress Report Due	12/31/2023	
	Bid Awarded/Contractor Hired	01/15/2024	
	RCO Notice to Proceed	01/31/2024	
	Construction Started	02/15/2024	
	Progress Report Due	06/30/2024	
	50% Construction Complete	07/31/2024	
	Annual Project Billing Due	07/31/2024	
	Construction Complete	10/31/2024	
	Funding Acknowl Sign Posted	11/08/2024	
	RCO Final Inspection	11/15/2024	
	Final Billing Due	12/31/2024	
	Final Report Due	01/31/2025	
	Agreement End Date	02/28/2025	

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/10/2023.

CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term "development project" includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or

communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

    1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

    2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization

affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.

1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall 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.

E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

1) Keep the IDP at the project site.

2) Make the IDP readily available to anyone working at the project site.

3) Discuss the IDP with staff and contractors working at the project site.

4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.

2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).

b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.

2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO;Grant related fiscal transactions are complete, and

3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1) The Sponsor's matching resources;

2) The project's total cost;

3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

5) Capital expenses for similar acquisition and/or development and renovation; and/or

6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1) Grant program laws, rules, and applicable manuals;

2) Value of any service(s) furnished;

3) Value of any opportunities furnished; and

4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

1) Publish a notice to the public requesting bids/proposals for the project;

2) Specify in the notice the date for submittal of bids/proposals;

3) Specify in the notice the general procedure and criteria for selection; and

4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

A. **Operations and Maintenance**. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure**. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. **Long-Term Obligations**. This section applies to completed projects only.

B. **Perpetuity**. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2) In a reasonably safe condition for the project's intended use;

3) Throughout its estimated useful service life so as to prevent undue deterioration;

4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at it's discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. **For Cause.**

1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1) The Sponsor was not in default; or

2) Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights and Remedies of the RCO.**

1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean

all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

RECEIVED APR 20 2023

CLALLAM COUNTY
Department of Community Development
County Courthouse
223 E. 4th St., Suite 5
Port Angeles, WA 98362-3015
Phone: (360) 565-2616
Fax: (360) 417-2443
greg.ballard@clallamcountywa.gov

Bruce Emery, Director

MEMO

DATE: April 19, 2023

TO: Don Crawford, agencies and interested parties

FROM: Greg Ballard, Senior Planner

RE: Requirements to replace 6 creosote piles with 6 steel piles for two piers in the Clallam County Lake Pleasant Park (APN 133035-500118 and 500010)

This proposal is located on Lake Pleasant that is designated Shoreline Residential Intensive by the 2021 SMP. The two existing piers have been in existence since at least 1994 per aerial photos. The replacement of the 6 creosote piles with 6 steel piles would be exempt from a Shoreline Substantial Development permit per WAC 173-27-040(2)(b).

This proposal is also exempt from SEPA per WAC 197-11-800(3) normal repair and maintenance.

Based on the above DCD has no permits or requirements for the replacement of 6 creosote piles with 6 steel piles (in the general same location) for the County Boat launch on Lake Pleasant provide that you obtain a HPA from WDFW.

Feel free to forward this to agencies and interested parties.

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917

1111 Washington St. S.E.
Olympia, WA 98501

(360) 902-3000
E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

Re: Executive Order 2102 Cultural Resources Review and Consultation is Complete.

In accordance with Governor's Executive Order 2102, Recreation and Conservation Office (RCO) has reviewed this project for potential impacts to cultural or historic resources and has conducted formal consultation with the Department of Archaeology and Historic Preservation (DAHP) and affected Native American tribes.

RCO has completed the EO 2102 consultation process for this project scope of work. Attached is an Inadvertent Discovery Protocol (IDP) and signature page. Please thoroughly review your IDP document and return the signed signature page to your grant manager.

This will satisfy your cultural resources requirements for this project. Please work with your grant manager on any other outstanding project requirements.

If you have any further questions, please contact your grant manager or our cultural resources staff at cultural.resource@rco.wa.gov.

Thank you,

Sarah Thirtyacre
Cultural Resources
Program Manager

Sarah Johnson-Humphries
Archaeologist/Cultural Resources
Specialist

Sarah Steinkraus
Archaeologist

INADVERTENT DISCOVERY PLAN
for RCO funded projects

Project Name: Lake Pleasant Dock Renovation
Project Number: 22-2063
DAHP Number: NA

This Inadvertent Discovery Plan (IDP) is intended to provide clear guidance related to the management of an unexpected discovery or unearthing of cultural artifacts, archaeological features or other evidence of cultural materials and/or of skeletal material of human or unknown origin during projects funded by the Recreation and Conservation Office not governed by a Washington State Department of Archaeology and Historic Preservation (DAHP)-issued excavation permit; by a Monitoring or Site Protection Plan for a specific area or activity; or a federal permit.

This plan is to be implemented without exception whenever such discoveries occur, and applies to all RCO sponsoring entity staff, contractors, subcontractors, volunteers, and others who may be involved with RCO funded projects. This plan does not supersede or satisfy requirements for monitoring, site protection, or other plans developed to address concerns at known archaeological and historic sites. The sponsoring entity's Project Contact (as defined in your RCO project agreement) is responsible for implementation of the IDP and must sign the following to indicate that she/he has read and acknowledges this responsibility.

As the Project Contact, I acknowledge that I am responsible for implementation of the IDP.

1. It is my responsibility to ensure that all site crew on all phases of project excavation and construction understand the requirements of this IDP. ☑
2. A complete copy of this signed document will be maintained at all times on the project site for the duration of the project for site crew training and available for inspection by DAHP, RCO, or others as authorized. ☑
3. I will follow the actions in the IDP in the event that site crew uncover any archaeological object and/or other cultural resource as a result of project actions, including but not limited to ground-disturbing activities such as excavation, boring, and concrete removal. ☑
4. I understand failure to follow the actions in this IDP is a breach of your RCO project contract and that according to, knowingly disturbing an archaeological site is a Class C Felony (27.53.060 RCW). ☑

R. Donald Crawford Digitally signed by R. Donald Crawford Date: 2023.08.03 14:11:20 -07'00'	Don Crawford	8/3/2023
Sponsor Signature	*Sponsor Name*	*Date*

RECREATION AND CONSERVATION OFFICE

PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS – NO FURTHER WORK REQUIRED

1. **INTRODUCTION**

   The following Inadvertent Discovery Plan (IDP) outlines procedures to follow, in accordance with state and federal laws, if archaeological materials or human remains are discovered. An IDP is required, as part of Agency Terms and Conditions for all grant funded projects. An IDP is not a substitute for a formal cultural resource review (Executive 21-02 or Section 106). Once completed, the IDP should always be kept at the project site during all project activities. It is the responsibility of the grant recipient (Sponsor) to ensure all staff (and subcontracted entities) working on the project is familiar with this plan.

2. **RECOGNIZING CULTURAL RESOURCES:** A cultural resource discovery could be prehistoric or historic. Examples include (see images for further examples):
   - An accumulation of shell, burned rocks, or other food related materials,
   - Bones, intact or in small pieces.,
   - Area of charcoal or very dark stained soil with or without artifacts,
   - Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
   - Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
   - Agricultural or logging materials that appear older than 50 years, could include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, and many other items
   - clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years
   - Old munitions casings. Always assume these are live and never touch or move
   - buried railroad tracks, decking, or other industrial materials.
   - Remnants of homesteading. These could include bricks, nails, household items, toys, food containers, and other items associated with homes or farming sites
   - The above list does not cover every possible cultural resource. When in doubt, assume the material is a cultural resource.

3. **ON-SITE RESPONSIBILITIES:** If any employee, contractor, or subcontractor believes that they have uncovered cultural resources or human remains at any point in the project, take the following steps to Stop-Protect-Notify. If you suspect that the discovery includes human remains, also follow Sections 4. The discovery location should be secured at all times.

   STEP A: STOP WORK. If an employee, contractor, subcontractor or volunteer believes that they have uncovered a cultural resource at any point in the project, all work in the immediate area of the discovery must stop.

   STEP B: Protect the Discovery. Leave the discovery and the surrounding area untouched and create a clear, identifiable, and wide boundary (30 feet or larger) with temporary fencing, flagging, stakes, or other clear markings. Provide protection and ensure integrity of the discovery until cleared by the Department of Archaeological and Historical Preservation (DAHP) or a licensed, professional archaeologist.

   Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site. Do not allow work to resume within the boundary until the requirements of this IDP are met.

STEP C: NOTIFY PROJECT MANAGEMENT Contact the RCO Grants Manager and Cultural Resources Coordinator and sponsoring entity's Project Manager.

RCO CONTACTS:		
Cultural Resources Program Coordinator Sarah Thirtyacre (360) 360-764-9841 sarah.thirtyacre@rco.wa.gov	**RCO Archaeologist** Sarah Johnson Humphries 360) 764-3072 (Cell) sarah.johnsonhumphries@rco.wa.gov	**Grants Managers** (360)-902-3000 (front desk) Grant Managers contacts can be found: https://rco.wa.gov/recreation-and-conservation-office-grants/contact-a-grants-manager/

STEP D: RCO will notify DAHP and Tribes: Once notified, the RCO Cultural Resource staff or the Project Manager will contact DAHP to report and confirm the discovery. To avoid delay, the Project Lead/Organization will contact DAHP if they are not able to reach RCO. DAHP will provide the steps to assist with identification. DAHP, RCO, and Tribal representatives may coordinate a site visit following any necessary safety protocols. DAHP may also inform the Project Lead/Organization and RCO of additional steps to further protect the site. Do not continue work until RCO has issued an approval for work to proceed in the area of, or near, the discovery.

The RCO will continue to manage the formal government to government consultation with Tribes. The City and your consultant may communication with Tribes for the purposes of technical communications and notifications.

DAHP Contacts:	
Archaeological Materials: Rob Whitlam, PhD State Archaeologist 360-890-2615 Rob.Whitlam@dahp.wa.gov	**Human Remains/Bones:** Guy Tasa, PhD State Anthropologist 360-790-1633 (24/7) Guy.Tasa@dahp.wa.gov

4. **TRIBAL CONTACTS: In the event cultural resources are discovered, the following tribes will be contacted. See Section 10 for Additional Resources.**

InsertTribal Contacts: :	
Hoh Tribe Bryan Cole THPO (360) 640-2122 bryan.cole@hohtribe-nsn.org	**Jamestown S'Klallam Tribe** Allie Taylor THPO (360) 681-4638 ATaylor@jamestowntribe.org

Confederated Tribes and Bands of the Yakama Nation Casey Barney THPO 509-865-5121 x4766 Casey_Barney@yakama.com	**Port Gamble S'Klallam Tribe** Misty Ives THPO (360) 979-9485 pgst-thpo@pgst.nsn.us
Lower Elwha Klallam Tribe Bill White THPO (360) 452-8471 x7424 bill.white@elwha.nsn.us	**Makah Tribe** Janine Ledford THPO (360) 645-2711 mcrcjanine@centurytel.net
Quileute Nation Rio Jamie Cultural Resources (360) 374-6163 Rio.Jaime@quileutenation.org	

5. **FURTHER CONTACTS (if applicable) If the discovery is confirmed, and there is a partnering federal or state agency, the Project Lead/Organization will ensure the partnering agency is immediately notified**

Insert Other Agencies (if applicable):	

6. **SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL**: If human remains are encountered, , regardless of antiquity or ethnic origin, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Do not call or speak with the media about the remains specifically. Follow the steps under Stop-Protect-Notify. For specific instructions on how to handle a human remains discovery, see: RCW 68.50.645: Skeletal human remains—Duty to notify—Ground disturbing activities—Coroner determination—Definitions. (wa.gov).

   If you are unsure whether the discovery is human bone or not, contact Guy Tasa with DAHP (contact info below), for identification and next steps. Do not pick up the discovery.

   A. Notify Law Enforcement Agency or Coroner's Office:
   - In addition to the actions described in Sections 3 and 4, the Project Sponsor (or person that made the discovery) will immediately notify the local law enforcement agency or coroner's office.
   - The coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will notify DAHP.

   B. Participate in Consultation:
   - Per RCW 27.44.055, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains.
   - RCO Cultural Reosureces staff will participate in consultation.
   - Organizations may also participate in consultation at the descretiuon of DAHP, RCO and the Tribes.

   C. Further Activities:
   - Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in RCW 27.44.055, RCW 68.50, and RCW 68.60.
   - When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

Contacts for Human Skeletal Remains	
Dr. Guy Tasa State Physical Anthropologist 360) 790-1633 (Cell/Office) guy.tasa@dahp.wa.gov	**County Coroner Contacts:** https://dahp.wa.gov/sites/default/files/Washington%20State%20Medical%20Examiners-Coroners%20-%20Revised%202019.pdf

Note:

- If the project occurs on federal lands (e.g., national forest or park, military reservation) or Indian lands (e.g., reservations, allotments, communities) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible

federal agency will follow its provisions. Note that state highways that cross federal and Indian lands are on easements and are not owned by the state.

- If the project occurs on non-federal lands, it will comply with applicable state laws, and the following procedure:

7. **DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS**

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D per 36CFR800.13(c) until a formal Determination of Eligibility is made. If the project does not have a federal nexus/compliance requirement, contact the Project Manager or DAHP regarding the possible need for an Emergency Excavation Permit per RCW. In general, expect that:

- All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, feature, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps

- Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience

- Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

- Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

- All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, and the affected tribe(s).

- Within 90 days of concluding fieldwork, the archaeologist will provide a technical report describing any and all monitoring and resultant archaeological excavations to the Project Lead/Organization, who will forward the report to RCO, the federal agencies (if any), DAHP, and the affected tribe(s) for review and comment.

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 6 above will be followed.

8. **PROCEEDING WITH WORK:** The Project Lead/Organization shall work with the archaeologist, DAHP, and affected tribe(s) to determine the appropriate discovery boundary and where work can continue. Project work

outside the discovery location can typically continue while documentation and assessment of the cultural resources proceed. A Cultural Resources Specialist (either from DAHP, a consulting Tribe, or a professional consultant) must determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, the RCO and the grants sponsor will determine the appropriate level of documentation and treatment of the resource. If federal agencies are involved, the agencies will make the final determinations about treatment and documentation.

Project work may continue at the discovery location only after the process outlined in this plan is followed and DAHP (and the federal agencies, if any) determine that compliance with state and federal laws is complete

9. **ORGANIZATION RESPONSIBILITY** The Project Lead/Organization is responsible for ensuring: •
    - This plan has complete and accurate information.
    - This plan is immediately available to all field staff at the sites and available by request to any party.
    - This plan is implemented to address any discovery at the site.
    - That all field staff, contractors, and volunteers are instructed on how to implement this plan
10. **ADDITIONAL RESOURCES:**

Informational Resources

DAHP (https://dahp.wa.gov)

Washington State Standards for Cultural Resource Reporting: https://dahp.wa.gov/project-review/washington-state-standards-for-cultural-resource-reporting

Association of Washington Archaeologists (https://www.archaeologyinwashington.com)

Interactive Map of Tribes by Area (https://dahp.wa.gov/archaeology/tribal-consultation-information)

WSDOT Tribal Contact Website (https://wsdot.wa.gov/tribal/TribalContacts.htm

Ecology's IDP Video https://www.youtube.com/watch?v=ioX-4cXfbDY (The Ecology video is an informative resources that explains the value of IDP protocol and what to do in the event of a discovery. The target audience is anyone working on the project who could unexpectedly find cultural resources or human remains while excavating or digging)

Implement the IDP if you see:

chipped stone artifacts

Examples include:

- angular material
- glass-like material
- unusual material or shape for the area



stone artifacts from Washington



- regularity of flaking
- variability of size

bi-face-knife, scraper or pre-form



stone artifacts from Oregon

Implement the IDP if you see:

chipped stone artifacts (continued)



flaked stone artifact from Colorado



intertidal stone fish trap, BC



flaked stone core on Lopez Island



shell midden with fish bone, BC



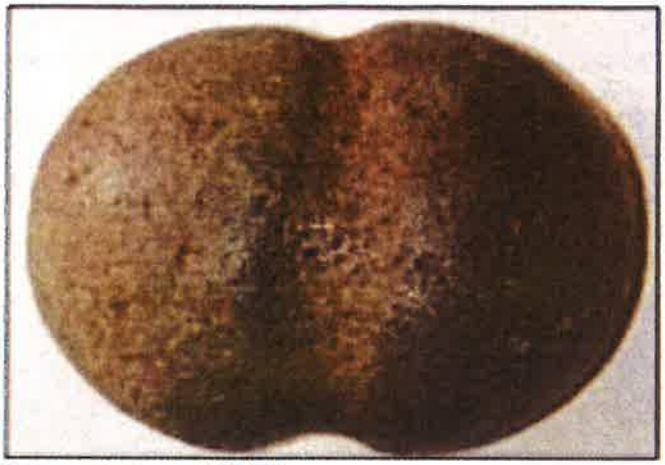
eroding shell midden, BC

Implement the IDP if you see:

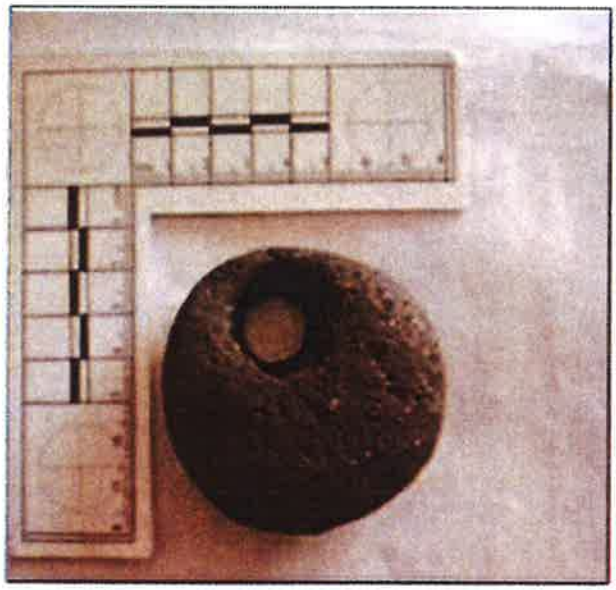
stone artifacts – intact

Examples include:

- unnatural shapes or unusual stone
- striations or scratching
- etching, perforations or pecking



fishing weight - credit CRITFC



fishing weight - credit CRITFC

- regularity in modifications
- variability of size, function or complexity



fishing weight - credit CRITFC



fishing weight - credit CRITFC

Implement the IDP if you see:

bone or shell artifacts

Examples include:

- smooth or carved materials
- unusual shape
- pointed as if used as tool



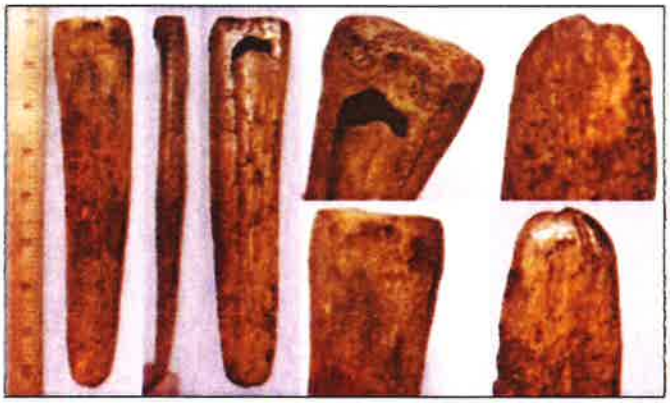
bone wedge from California



choker and bracelet from Nez Perce



bone awls from Oregon



tooth pendants

- wedge shaped like a shoehorn
- variability of size
- beads from shell



bone pendants

Implement the IDP if you see:

culturally modified trees, fiber or wood artifacts

Examples include:

- trees with bark stripped or peeled, carvings, axe cuts, de-limbing, wood removal and other human modifications



culturally modified tree - Credit DAHP

- fiber or wood artifacts in a wet environment
- variability of size, function and complexity



aspen tree carving - Credit DAHP



artifacts from Mud Bay, Olympia



artifacts from Mud Bay, Olympia

Implement the IDP if you see:

strange, different or interesting looking dirt, rocks or shells

Human activities leave traces in the ground that may or may not have artifacts associated with them.

Examples include:



hearth excavated near Hamilton, WA

- unusual accumulation of rock (especially fire-cracked rock)
- unusual shaped accumulation of rock (such as a fire ring)
- charcoal or charcoal-stained soils, burnt soil or soil with a "layer cake" appearance
- accumulation of shell, bones or artifacts that seem out of place



shell midden pocket in modern fill



underground oven - Credit DAHP

Implement the IDP if you see:

strange, different or interesting looking dirt rocks or shells (continued)

- often have a layered appearance, associated with black or blackish soil and/or crushed or compacted shells



< blackish soil, layers of shell midden, historic debris

blackish soil, layered appearance, crushed and compacted shells >



Implement the IDP if you see:

historic foundations or buried structures

Examples include:

- foundations
- railroad and trolley tracks
- remnants of structures



historic structure in SR99 tunnel



city of Spokane historic trolley tracks



intact foundation below parking lot

Implement the IDP if you see:

historic period artifacts – historic archaeology considered older than 50 years

Examples include:

- agricultural or logging equipment (fencing, canals, spillways, chutes, derelict sawmills, tools etc.)



artifacts discovered in Eastern WA

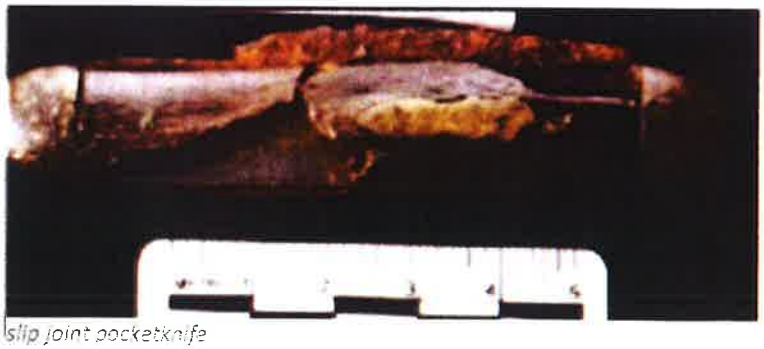
- domestic items (square or wire nails, amethyst colored glass, painted stoneware etc.)



willow pattern serving bowl



artifacts discovered in Eastern WA



slip joint pocketknife

Implement the IDP if you see:

historic period artifacts (continued)

Examples include:

- railway tokens, coins and buttons
- spectacles, toys, clothing and personal items



coins discovered during excavation



spectacles discovered during excavation

- items helping to understand culture or identity
- food containers and dishware



Montgomery Ward pitchfork toy



items discovered at North Shore site

Implement the IDP if you see:

historic period artifacts (continued)

Examples include:

- munition casings
- tins or glass bottles with maker's mark, distinct colors or older methods of opening the container



british cartridge found at Skagit River



logo used between 1924-1938



maker's mark on bottle



beer can found in Oregon

HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 27, 2023
Project End Date: September 30, 2024

Permit Number: 2023-6-260+01
FPA/Public Notice Number: N/A
Application ID: 31515

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Clallam County .	WATERSMITH CONSTRUCTION INC
ATTENTION: Donald Crawford	ATTENTION: BRAD SMITH
223 East 4th Street, Suite 7	5018 Lambskin St SW
Port Angeles, WA 98362	Tumwater, WA 98512-6799

Project Name: Lake Pleasant boat launch piling replacement

Project Description:
1. Remove six (6) existing wooden piling.
2. Install six (6) new 6-inch galvanized steel pipe piling in their place.

PROVISIONS

1. TIMING LIMITATIONS: The project may begin immediately and must be completed by September 30, 2024, provided all work below the ordinary high water line must be completed between July 16 and September 30, of calendar years 2023 and 2024.

2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Boat Launch Site Plan.pdf" dated May 5, 2023 except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

NOTIFICATION REQUIREMENTS

3. NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.

4. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

5. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

6. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

7. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

8. Use existing roadways or travel paths.

9. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.

10. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

11. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

12. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings, fresh concrete and other debris from contacting the bed or waters of the state.

13. Deposit all trash from the project at an appropriate upland disposal location.

PILE REMOVAL, DRIVING

14. To avoid attracting fish to artificial light at night, limit impact pile driving to daylight hours whenever feasible.

15. Remove the six existing piling and dispose of them in an upland area unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

16. Piling removal:
a. Vibratory or direct pull extraction is the preferred method of pile removal.
b. Place the piling on a construction barge or other dry storage site after the piling is removed. The piling must not be shaken, hosed off, left hanging to dry or any other action intended to clean or remove adhering material from the piling near waters of the state.
c. If a treated wood piling breaks during extraction, remove the stump from the water column by fully extracting. If the stump cannot be fully extracted, remove the remainder of the stump with a clamshell bucket, chain, or similar means, or cut it off three feet below the mudline. Cap all buried cut stumps and fill holes left by piling extraction with clean sediment that matches the native material.
d. When removing creosote piling, containment booms and absorbent booms (or other oil absorbent fabric) must be placed around the perimeter of the work area to capture wood debris, oil, and other materials released into marine waters as a result of construction activities to remove creosote pilings. All debris on the bed and accumulated in containments structures must be collected and disposed upland at an approved disposal site.
e. Submit post-project surveys (e.g., underwater video, photos at low-tide) along transects within the project area to Washington Department of Fish and Wildlife within two weeks of pile removal to verify debris removal.

PILING REPLACEMENT

17. As specified in the approved plans, the six pilings must be 8 – inch diameter galvanized steel pilings.

18. The use of a vibratory and/or an impact hammer, or a water jet, is authorized for piling installation under this Hydraulic Project Approval, however a vibratory driver is preferred.

19. Sound attenuation methods are required for the driving or proofing of steel piles with an impact hammer below the ordinary high water line. For impact driving of steel piles that exceed the following criteria, a bubble curtain or other Washington Department of Fish and Wildlife approved sound attenuation device must be used. The specific criteria include sound pressure levels of:
a. Greater than or equal to 206 dB (one micropascal squared per second) peak,
b. Greater than or equal to 187 dB (one micropascal squared per second) accumulated sound exposure level (SEL) for fish greater than or equal to 2 grams, and
c. Greater than or equal to 183 dB (one micropascal squared per second) (SEL) for fish less than 2 grams.
d. Install a bubble curtain around the pile during all driving operations to ensure proper sound attenuation. The bubble curtain must distribute air bubbles around 100 percent of the perimeter of the piling over the full length of the pile in the water column.

20. Use appropriate sound attenuation when driving or proofing steel piling with an impact hammer.
a. For driving or proofing steel piling, 10 inches in diameter or less, install a 6 inch thick wood block, plastic or rubber between the piling and the impact hammer during impact pile driving operations or install a pile sleeve or bubble curtain around the piling during impact pile driving operations that distributes air bubbles around 100% of the perimeter of the piling over the full depth of the water column.
b. For driving or proofing steel piling greater than 10 inches in diameter, install a bubble curtain around the pile during piling impact driving operations that distributes air bubbles around 100% of the perimeter of the piling over the full depth of the water column.

21. This approval is for the replacement of six existing pilings and does not authorize expansion of the overwater structure.

22. Remove the existing pilings and associated materials from waters of the state. Do not relocate the structure within waters of the state without written authorization from Washington Department of Fish and Wildlife.

23. Fit all pilings with devices to prevent perching by fish-eating birds.

DEMOBILIZATION AND CLEANUP

24. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

25. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

26. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

LOCATION #1: Site Name: Lake Pleasant Recreation Area
1292 Lake Pleasant Road, Beaver, WA 98305

WORK START: July 16, 2023 WORK END: September 30, 2024

WRIA	Waterbody:	Tributary to:
00 - Unknown	Other	Other

1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
All	26	30 N	13 W	48.067690	-124.332640	Clallam

Location #1 Driving Directions

North on State hwy 101 from Forks, turn left on Lake Pleasant rd to site

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

Issued Date: June 27, 2023
Project End Date: September 30, 2024

Permit Number: 2023-6-260+01
FPA/Public Notice Number: N/A
Application ID: 31515

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 27, 2023
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FPA/Public Notice Number: N/A
Application ID: 31515

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 27, 2023
Project End Date: September 30, 2024

Permit Number: 2023-6-260+01
FPA/Public Notice Number: N/A
Application ID: 31515

Habitat Biologist
Kris Northcut

kris.northcut@dfw.wa.gov
360-417-1434

for Director
WDFW

2b

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 9/25/23**

REGULAR AGENDA ☒ **Meeting Date: 9/26/23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11061-23-01
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This is a renewal of grant funding awarded by the state to counties in support of emergency dispatch centers. Since our dispatch center, PenCom, is run by the City of Port Angeles, we receive these funds and pass them through to their agency.

Budgetary impact: Anticipated budget is in place for 2024, and a supplemental will add funding for the remainder of 2023.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff, PenCom

Date submitted: 9/19/23

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11061-23-01
SEP 2 6 2023

SECO Coordinator Professional Development (CPD) Contract SFY2024

CONTRACT FACE SHEET

1. Contractor Name and Address: **Clallam County Agency (COUNTY)** **321 East 5th Street** **Port Angeles, Washington 98362**	2. Contract Amount: **$44,700**	3. Contract Number **E24-011**
4. Contractor's Contact Person, phone number: **Karl Hatton / 360.417.4911** **khatton@pencom.us**	5. Contract Start Date **July 1, 2023**	6. Contract End Date **August 15, 2024**
7. MD Financial Program Manager/phone number: **Teresa Lewis / 253.512.7481** **teresa.lewis@mil.wa.gov**	8. Unique Entity Identifier (UEI #): **JV6JJNELRBS5**	9. UBI # (state revenue): **054-004-559**

10. Funding Authority: **Washington State Military Department** and **State 911 Funds**

11. Funding Source Agreement #: **RCW 38.52.510, .540, .545** **WAC Chapter 118-66**	12. Program Index# & Obj/SubObj: **7928A and 79281 NZ**	13. CFDA # & Title: **NA**	14. TIN or SSN: **91-6001298**

15. Service Districts: (BY LEGISLATIVE DIST): **24TH** (BY CONGRESSIONAL DIST): **6TH**	16. Service Area by County(ies): **CLALLAM**	17. Women/Minority-Owned, State Certified? ☒ N/A ☐ NO ☐ YES, OMWBE #

18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other	19. Contract Type (check all that apply): ☒ Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Advertised? ☐ YES ☒ NO	21. Contractor Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER

22. BRIEF DESCRIPTION:
This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursements amounts are detailed in the attached Budget Sheet (Attachment E).

IN WITNESS THEREOF, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), and the Budget Sheet (Attachment E), govern the rights and obligations of the Parties to this Contract.

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

(a) Applicable State Statutes and Regulations
(b) Statement of Work
(c) Special Terms and Conditions
(d) General Terms and Conditions, and
(e) Any other provisions of the contract incorporated by reference.

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

WHEREAS, the Parties hereto executed this Contract on the day and year last specified below.

FOR THE DEPARTMENT:

Signature Date

Regan Anne Hesse, Chief Financial Officer
Washington State Military DEPARTMENT

APPROVED AS TO FORM
Dierk Meierbachtol (signature on file) 5/9/2022
Assistant Attorney General

FOR THE COUNTY:

Signature Date

Mark Ozias, Chair
Clallam County Board of Commissioners

Approved as to form:

Bert D. Boughton
Deputy Prosecuting Attorney

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT, through the State 911 Coordination Office (SECO), coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse COUNTY for eligible expenses from appropriated excise tax revenue retained in the state 911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:		DEPARTMENT:	
Name:	Karl Hatton	**Name:**	Teresa Lewis
Title:	Deputy Director 911 Coordinator	**Title:**	SECO 911 County Assistance Program Manager
E-Mail:	khatton@pencom.us	**E-Mail:**	teresa.lewis@mil.wa.gov
Phone:	360.417.4911	**Phone:**	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state 911 funds have been established by both the state legislature and the DEPARTMENT:

A. RCW 38.52.540(1) provides that funds from the state 911 account must be "used to support the priorities established in RCW 38.52.545, procure, fund, and manage the statewide 911 emergency communications system network, purchase goods and services that support the counties and Washington state patrol public safety answering points in providing 911 baseline level of service statewide, assist the counties and Washington state patrol public safety answering pints to provide 911 emergency communications systems and associated administrative and operational costs, acquire 911 hardware, software, and technology appropriate to support a 911 emergency communications system, 911 emergency communications training and public education, support the statewide coordination and management of the 911 emergency communications system, and for modernization needs as technology evolves of the 911 emergency communications systems statewide";

B. RCW 38.52.540(3) provides that the State 911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of the 911 emergency communications system and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";

C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state 911 moneys may be expended, the state 911 coordinator, with the advice and assistance of the 911 advisory committee, must consider needs necessary to provide a baseline level of 911 service by individual counties and their designated Washington state patrol public safety answering points. Priorities for available 911 emergency communications system funding are as follows: (1) To procure, fund, and manage the statewide 911 network and supporting services, and assure that 911 dialing is operational statewide; (2) To assist counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs as necessary to assure that they can achieve a baseline level of service for 911 operations; and (3) To assist counties and their designated Washington state patrol public safety answering points to acquire 911 hardware, software, and technology to support a 911 emergency communications system baseline level of service";

D. WAC 118-66-020 reiterates the 911 funding purposes and priorities established by the legislature;

E. WAC 118-66-040 describes COUNTY eligibility for funding; and

F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

A. Consistent with the statutes and regulations cited herein, this Contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. This Contract includes Statewide Services that benefit all counties and does not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this Contract include:

1. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee briefings, Advisory Committee Subcommittee meetings, Coordinator Forum(s), State Supported training, and National Conference attendance; and
2. Reimbursement of selected Public Education expenses, selected 911 salaries, benefits and training; and
3. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services; and
4. Connection to the Emergency Services Internet Protocol Network (ESINet).
   a. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
   b. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
   c. In the event of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis.

B. Expenses.

1. General Reimbursement Requirements for COUNTY:
   a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;
   b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
   c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
   d. Funding is for use in the primary Public Safety Answering Points (PSAPs) only, unless otherwise specified in applicable DEPARTMENT policy, as provided in Section VII D of this Contract;
2. Ineligible Items:
   Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.
3. Expense Documentation and Approval:
   a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
   b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, (including additional hard copy documentation required by an "Action Plan" due to audit findings), so they are received by the DEPARTMENT by the last day following the month in which payment was made;

c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
f. All approved training expenses must be submitted as a whole after the training has been attended, with the exception of conference registration fee(s), which may be submitted for reimbursement in advance.
g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2023** and **June 30, 2024** (the Performance Period). Work started prior to **July 1, 2023**, and/or not complete by **June 30, 2024**, will be considered outside the Performance Period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive, or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines. The COUNTY further warrants that it will not request, receive, or expend funds under this Contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.

B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this Contract, for approved expenses described in WAC 118-66 that are incurred during the Performance Period.

C. **Consolidation:** If the COUNTY receives funds under this Contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this Contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.

D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at SECO Policies Link and incorporated by reference:

- SECO County Contract Policy (PDF)
- SECO Public Education Policy (PDF)
- SECO Statewide Services Support Policy (PDF)
- SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this Contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

Financial Reports	#/Copies	Completion Date
Monthly Expense Reports	**1**	**No later than the last day following the end of the month.**
Local Travel Policy/Procedures	**1**	**30 days after signatures on this Contract and then annually.**
3rd Quarter Review	**1**	**March 31, of each year**
Training Certification(s)	**1**	**June 30, of each year**
Final Reimbursement Request	**1**	**July 31, 2024**

All contract work must not start prior to July 1, 2023, and must be delivered, installed/completed, and accepted by June 30, 2024. The COUNTY may submit the final report by July 31, 2024, as described above. Final billing not received by July 31, 2024, will not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 Coordinator or designee to as many of the Advisory Committee meetings as possible each contract period, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Advisory Committee Briefings: The COUNTY agrees to have the 911 Coordinator or designee participate in as many of the Advisory Committee briefings as possible each contract period, but no less than half of the scheduled Advisory Committee briefings per contract period; and
- Coordinator Forums: The COUNTY agrees to send the 911 Coordinator or designee and additional appropriate 911 representatives to all of the Coordinator Forums held each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend a Coordinator Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator Training: The COUNTY agrees to send the 911 Training Coordinator or appropriate 911 representative to attend a Coordinator Forum or a training class per contract period and participate in half of the scheduled Training Subcommittee meetings; and
- GIS Coordinator: The COUNTY agrees to send the 911 GIS Coordinator or appropriate 911 representative to participate in half of the scheduled GIS Workgroup meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development category as needed. Budget categories are as specified or defined on the budget sheet of the Contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. THE MILITARY DEPARTMENT AGREES TO:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Contract, the DEPARTMENT will reimburse the COUNTY up to the maximum of **$44,700**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.

B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If

information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

C. Conditioned upon the COUNTY's fulfillment of its obligations under this Contract, the DEPARMENT will provide ESINet services to the COUNTY within available funds.

GENERAL TERMS & CONDITIONS

1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
   a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
   b. "**COUNTY**" shall mean the named county performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
   c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
   d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.
   e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.
   f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.

2) **ACCESS TO PUBLIC RECORDS:**
   a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
   b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
   c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) **ADVANCE PAYMENTS PROHIBITED**: No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.

4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**: The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development section as needed.

8) **COUNTY'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors, or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with, RCW 42.56, the Public Records Act or court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.

10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.

12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder, including the performance of any subcontractor(s).

13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.

14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

15) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.

17) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate, or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.

18) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned, or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19) **NONDISCRIMINATION:** During the performance of this Contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

20) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

21) **RECORDS, MONITORING, AND AUDIT ACCESS:**

a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.

b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.

c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.

d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem

necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

22) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

23) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracting and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.

24) **TERMINATION:**

a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.

b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.

c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."

d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

25) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

26) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY CPD CONTRACT - SFY2024
July 1, 2023 – June 30, 2024

CPD1 911 Coordinator

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 system, and report 911 outages to the SECO.
2. 911 Coordinator or pre-approved/designated alternate attend 75% of Advisory Committee (AC) meetings held per contract period.
3. 911 Coordinator or pre-approved/designated alternate attend 50% of Advisory Committee (AC) briefings held per contract period.
4. 911 Coordinator or pre-approved/designated alternate attend all of the Coordinator Forums held per contract period. If forum is virtual, 911 Coordinator or preapproved/designated alternate will participate in at least the coordinator/director roundtable meeting and one training session.
5. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
6. Retain all contract records for six (6) years after contract closure.

CPD 4 MSAG/Mapping/GIS Coordinators

1. Maintain, deliver, and improve GIS data (Road Centerlines and Address Points) for location validation (LVF).
   a. Site Structure Address Points (SSAP) data MUST be submitted as part of the GIS dataset.
   b. The minimum number of address points should be greater than or equal to 10% of the ALI records for the jurisdiction, as measured on or before September 30, 2023.
2. ALI discrepancy reports (DR) shall be submitted using the Comtech ALI DBMS.
3. Required GIS data layers must be uploaded and pass critical quality checks at least quarterly.
4. Participate in 50% of any scheduled GIS Workgroup meetings held during the contract period. Participation can be in-person, virtual, or on a project.

CPD4 IT Coordinator

1. Participate in the selection, installation, and/or maintenance of 911 equipment/software (IE: CPE, CAD, Net Clock, network, network security).
2. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5 Call Receiver Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3 Public Education

1. Attend a 911 Coordinator forum or a public education class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.
3. Submit an annual report that outlines the agency's public education activities and highlights any changes the agency has made to the program during the contract period.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5 Training Coordinator

1. Attend a 911 Coordinator Forum or a training class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.

SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY CPD CONTRACT - SFY2024
July 1, 2023 – June 30, 2024

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary.

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION
CPD benefits all counties and do not require local revenue to be used prior to state reimbursement. The following are reimbursed through both the BSO and CPD contracts.

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	Advisory Committee (AC) Meetings: Travel reimbursement expenses for the 911 Coordinator or pe-approved designee to attend all AC meetings. 911 Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings. Advisory Committee (AC) Briefings (Virtual): 911 Coordinator or pe-approved designee must attend 50% of all AC Briefings held per contract period. AC Subcommittee Meetings: Travel reimbursement expenses for all Subcommittee members to participate in subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws. Coordinator Forums: Travel reimbursement expenses for a total of two PSAP/911 employees to attend all of the Coordinator Forum(s) held per contract period. One of the attendees must be the 911 Coordinator or pre-approved designee. Communications Training Officer (CTO) Workshops: Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period. SECO supported: Travel reimbursement expenses for the 911 Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 Coordinators may request SECO Supported designation by email to the SECO County Assistance Program Manager.

CPD2	911 Coordinator Training	The 911 Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to **$6,000** (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills. For counties with a population of 1.5 million or more the authorized amount for the 911 Coordinator is doubled for an additional person to attend training **$12,000** (per contract period)
CPD3	911 Public Education	Up to **$5,000** (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911 and public education materials. *(See: SECO Public Education Policy)*
CPD4	911 Technical Salaries/Benefits and Training	Up to **$13,500** (per contract period) is authorized for salaries/ benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.
CPD5	911 Call Receiver Training	Total training funds calculated at **$500** (per contract period) per full-time call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or $15,000) per county. These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external. Funds may also be used for a new hire call receiver salary while in training status up to $2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers' overtime and backfill while in training status. Regionalized Counties, only the Host County is eligible for this line item.
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at 1 per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation. Should there be additional funds available following the fulfillment of BSO, WSP, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.
CPD7	911 Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.

BUDGET SHEET
SECO COUNTY CPD CONTRACT– SFY2024
July 1, 2023 – June 30, 2024

	SFY2024
Coordinator Professional Development (CPD)	$ 44,700
TOTAL CONTRACT NOT TO EXCEED	$ 44,700

2c

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff / Emergency Management

WORK SESSION ☒ **Meeting Date: 9/25/23**

REGULAR AGENDA ☒ **Meeting Date: 9/26/23**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 817-23-07

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This is a contract awarding a $2,965,800 appropriation from the Federal Emergency Management Agency that is administered through the Washington State Military Department. The funds are allocated through Washington State to Clallam County to assist in the construction of the New Emergency Operations Center (Joint Public Safety Facility). The funding is the result of Congressman Kilmer's effort to assist in our project.

Budgetary impact:
This funding is awarded for the construction phase of the project and will not be expended until construction begins, estimated to be in 2025. It is already included in the current 2024-2028 5-Year Capital plan.

Recommended action:
Board approval.

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Ron Cameron

Relevant Departments: Sheriff

Date submitted: 9/19/23

8/7-23-07

Washington State Military Department
EMERGENCY OPERATIONS CENTER GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Clallam, County of** **223 East 4th Street, Suite 4** **Port Angeles, WA 98362-3000**	2. Grant Agreement Amount: **$2,965,800**	3. Grant Agreement Number: **E24-062**
4. Subrecipient Contact, phone/email: **Mark Lane, 360-417-2570** **Mark.lane@clallamcountywa.gov**	5. Grant Agreement Start Date: **June 1, 2023**	6. Grant Agreement End Date: **April 30, 2026**
7. Department Contact, phone/email: **Deborah Henderson, 253-512-7470** **Deborah.henderson@mil.wa.gov**	8. Unique Entity Identifier (UEI): **JV6JJNELRBS5**	9. UBI # (state revenue): **054-004-559**

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

11. Federal Award ID # (FAIN): **EMS-2023-EO-00003**	12. Federal Award Date: **06/15/2023**	13. Assistance Listings # & Title: **97.052 (23EOC)**
14. Total Federal Amount: **$5,916,361**	15. Program Index # & OBJ/SUB-OBJ: **733CE / NZ**	16. EIN: **91-6001298**
17. Service Districts: (BY LEGISLATIVE DISTRICT): **24** (BY CONGRESSIONAL DISTRICT): **6**	18. Service Area by County(ies): **Clallam**	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO	23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the Fiscal Year (FY) 2023 Emergency Operations Center Grant Program (23EOC) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds for equipping, upgrading, or constructing emergency operations centers.

The Department is the Recipient and Pass-through Entity of the 23EOC DHS Award Letter for Grant No. EMS-2023-EO-00003 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 23EOC Award Letter EMS-2023-EO-00003-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G) and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

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

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

FOR THE DEPARTMENT:

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

BOILERPLATE APPROVED AS TO FORM:
Dierk Meierbachtol 6/22/2023
Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature Date
Mark Ozias, Chair
Clallam County, Board of County Commissioners

APPROVED AS TO FORM (if applicable):
Signature 9/12/23 Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

	SUBRECIPIENT		DEPARTMENT
Name	**Mark Lane**	Name	**Deborah Henderson**
Title	**Chief Financial Officer**	Title	**Program Coordinator**
Email	**Mark.lane@clallamcountywa.gov**	Email	**Deborah.henderson@mil.wa.gov**
Phone	**360-417-2570**	Phone	**253-512-7470**
Name	**Ron Cameron**	Name	**Christopher Burd**
Title	**Undersheriff**	Title	**Program Manager**
Email	**Ron.cameron@clallamcountywa.gov**	Email	**christopher.burd@mil.wa.gov**
Phone	**360-417-2570**	Phone	**253-512-7482**
Name	**Dale E. Jackson**	Name	**Grant Miller**
Title	**Technical Advisor**	Title	**Program Assistant**
Email	**daleejackson@gmail.com**	Email	**grant.miller@mil.wa.gov**
Phone	**509-948-5540**	Phone	**253-512-7061**
Name	**Elizabeth Waknitz**	Name	**Sierra Wardell**
Title	**Chief Civil Deputy**	Title	**Financial Operations Section Manager**
Email	**elizabeth.waknitz@clallamcountywa.gov**	Email	**sierra.wardell@mil.wa.gov**
Phone	**360-417-2393**	Phone	**253-512-7121**

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23EOC Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Operations Center Grant Program* document, the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23EOC funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23EOC funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23EOC Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Operations Center Grant Program* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 23EOC federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

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

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

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

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

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

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

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

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

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

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

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment E), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

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

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

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

l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.

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

3. REPORTING

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

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

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

Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

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

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

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

iii. Inventory system records shall include:

A. Description of the property

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

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

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

E. Who holds the title

F. Acquisition date

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

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

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

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

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

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

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

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible

return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

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

B. For Equipment:

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

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

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

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

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

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

d. Subrecipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained to the Department.

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

f. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, including provisions on technical standards that ensure and enhance interoperable communications.

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

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

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

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

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200.* Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

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

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

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

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

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

h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed, and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the SUBRECIPIENT must notify the DEPARTMENT. The DEPARTMENT may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which SUBRECIPIENT makes any award.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which SUBRECIPIENT makes any award.

c. The Subrecipient as well as its contractors and subcontractors, must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:

   i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.

   ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

   iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

   i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the

completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. Self-certification included in Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.

c. Monitoring activities may include, but are not limited to:

i. Review of financial and performance reports

ii. Monitoring and documenting the completion of Agreement deliverables

iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails and correspondence

iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements

v. Observation and documentation of Agreement related activities, such as exercises, trainings, events, and equipment demonstrations

vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on https://www.lep.gov.

9. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is at https://www.fema.gov/emergency-managers/nims/implementation-training.

B. EOC PROGRAM SPECIFIC REQUIREMENTS

The Department receives EOC funding from DHS/FEMA, to assist local governments to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs.

a. The Subrecipient shall use the EOC funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the approved investment justification (application) for funding, incorporated into this Agreement.

b. Funding may not be used to replace or supplant non-federal funding of emergency management programs.

c. The Subrecipient shall provide twenty-five percent (25%) of the total project costs from non-federal source(s) to meet the cost share requirement. To meet this requirement, the Subrecipient's matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all state and Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.

d. The Subrecipient may use up to 5% of the Grant Agreement amount for management and administration (M&A) activities. M&A is allowable for activities directly related to the management and administration of the grant agreement, such as financial management, reporting, and monitoring.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 23EOC funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23EOC Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.

e. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at https://mil.wa.gov/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (https://sam.gov/SAM/) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "*Debarred Contractor List*" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*"

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension.*" SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature

whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of

any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB

Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBEs): 10% and Woman's Business Enterprises (WBEs): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

23EOC Award Letter
EMS-2023-EO-00003

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2023-EO-00003

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Emergency Operations Center Grant Program has been approved in the amount of $5,916,361.00. As a condition of this award, you are required to contribute a cost match in the amount of $1,881,190.00 of non-Federal funds, or 24.13 percent of the total approved project costs of $7,797,551.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Emergency Operations Center Grant Program Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Emergency Operations Center Grant Program

GRANTEE:	Washington Military Department
PROGRAM:	Emergency Operations Center Grant Program
AGREEMENT NUMBER:	EMS-2023-EO-00003-S01

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Article I - Summary Description of Award

The Washington Military Department is awarded a total federal allocation in the amount of $5,916,361 under the Fiscal Year (FY) 2023 Emergency Operations Center Grant Program (EOCGP), as appropriated by the Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328), which provides funding to equip, upgrade, or construct emergency operations centers to provide fully capable facilities to ensure continuity of operations and continuity of government in major disasters or emergencies. The funding shall be used to execute the projects included in Appendix A of the FY 2023 EOCGP Notice of Funding Opportunity.

City of Bothell ECC ? North, Backup Power Generator: $741,450

Clallam Joint Public Safety Facility: $2,965,800

Kittitas County Regional Search and Rescue and EOC Facility: $1,186,320

Walla Walla County E911 EOC Relocation: $750,000

Washington Military Department Management & Administration (M&A): $272,791

Article II - EOCGP Performance Goal

The FY 2023 Emergency Operations Center Grant Program (EOCGP) provides funds to equip,upgrade,or construct emergency operations centers to provide fully capable facilities to ensure continuity of operations and continuity of government in major disasters or emergencies. FEMA will measure performance of the grant by comparing the pre-award level of full operation or increase in emergency operations center services and capabilities to the post-award level. In order to measure performance, FEMA may request information throughout the period of performance.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB?s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101? 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States?this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175? 175c.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLIX - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article L - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article LI - Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of $5,643,570 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

City of Bothell Emergency Coordination Center North, Backup Power Generator: $741,450

Clallam Joint Public Safety Facility: $2,965,800

Kittitas County Regional Search and Rescue and EOC Facility: $1,186,320

Walla Walla County E911 EOC Relocation: $750,000

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2023 EOC NOFO. Failure to comply with this condition may jeopardize your ability to access and expend

federal funds for the investments/projects listed above. Please contact your FEMA Region 10 Program Analyst, Ken Pierro (kenneth.pierro@fema.dhs.gov) to receive specific guidance regarding EHP compliance. If you have questions about this funding hold or believe it was placed in error, please contact the FEMA Region 10 Program Analyst.

BUDGET COST CATEGORIES

Personnel	$171,870.00
Fringe Benefits	$61,309.00
Travel	$5,328.00
Equipment	$0.00
Supplies	$1,625.92
Contractual	$0.00
Construction	$0.00
Indirect Charges	$32,658.08
Other	$7,524,760.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMS-2023-EO-00003-S01	***	SWA500	AWARD	SX00252N2023T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Sierra Wardell	2535127121	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
06/15/2023	PARS	Cost Reimbursement	06/01/2023	05/31/2026
			Budget Period	
			06/01/2023	05/31/2026

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Operations Center Grant Program	97.052	2023-FA-EI02-R107- -4101-D	$0.00	$5,916,361.00	$5,916,361.00	See Totals
			$0.00	**$5,916,361.00**	**$5,916,361.00**	**$1,881,190.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Emergency Operations Center Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Sierra Wardell, Preparedness Grants Section Section Supervisor	Fri Jun 16 16:13:45 UTC 2023
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PATRICK GERARD MARCHAM,	Thu Jun 15 20:10:16 UTC 2023

The Subrecipient has been awarded funding to complete the project outlined in the DHS/FEMA approved investment justification.

Project Description

Clallam County is relocating and co-locating the County's Emergency Operations Center (EOC) in a facility that will also independently support Public Safety Radio Communications and the local Public Safety Answering Point.

The relocation will ensure the Clallam County EOC is housed in a modern structure that will survive a man-made or natural disaster. The County has identified an airport-adjacent, seismically stable site to construct a joint EOC facility that can survive natural disasters and ensure continuation of services during emergencies. The new location shares a property boundary with the Fairchild International Airport, the only federally recognized airport on the Olympic Peninsula, which has been designated as the FEMA emergency supplies and personnel delivery point.

The proposed facility will co-locate emergency operations and management with emergency communications, creating a force multiplier and synergy during preparation, training, and response to emergencies. The facility will result in the survivability of emergency operations management and communications during emergencies, epidemics, man-made, and natural disasters. Linking emergency operations together will enhance lifesaving assistance and augment unified response and recovery efforts. The structure's modern design and size will create a robust and survivable emergency operations facility capable of being staffed and co-occupied by Emergency Management, Emergency Communications, Tribal Nations, local governments, fire services, law enforcement, County Health Department, the National Park Service, and other essential State and Federal participants that are critical for managing emergencies.

Plan

The concept of a joint EOC/Emergency Communications Center has been planned for some time. It was determined that because our area is prone to a Cascadia Earthquake and following tsunami, the location selection would be on stable ground that would maximize resiliency to a large seismic event. And, should such a catastrophic event occur, transportation corridors would be destroyed, making us rely on an air bridge to bring supplies and materials to us. Areas near Fairchild Airport were viewed. This airport is designated by FEMA as a federal staging area. The Fairchild Airport in Port Angeles is above tsunami impact areas and has no chance for flooding from rivers or other bodies of water. An initial plan looked at existing buildings at the airport to redesign and utilize as an EOC, but no suitable existing buildings were identified. A request for proposals was developed, and a firm was contracted to do the conceptual designs for the new facility. The conceptual design of the building was made including, but is not limited to, various Building Codes, Energy Conservation Codes, National Fire Protection Association Standards, Federal Emergency Management Association (FEMA) 543, Emergency Management Accreditation Program (EMAP), National Incident Management Systems (NIMS), FEMA EOC Assessment Checklist, FEMA - Miscellaneous Documents, and more. A dated conceptual design is available at New-EOC-Pre-Design-Report-Final1002020 (clallamcountywa.gov). It was determined that having the property owned rather than leased for the facility would be preferred. A new site was located near the airport. The same contracted firm concurred with the move and aided in the feasibility study on the site. The site supports the initial design and the property allowed us to have security features and more, making for proper addressing of threats and hazards. With seismic stability being a concern, a Geotechnical study was conducted. We found the site is of low risk to many seismic concerns. A phase I environmental assessment (ESA Phase I), a State Environmental Policy Act (SEPA) process, historical preservation inquiries at State and Tribal levels were completed, and we found pre-planning, testing, and advance permit applications have resulted in positive results for the selected site. We are entering into the detailed design of this facility. In that design, our selected architects and engineers are familiar with the utilization of design to FEMA building science and our local threats and vulnerabilities based on our current Hazard Mitigation Plan for Clallam County.

Impact

(1) Improved Coordination: An EOC serves as a central point for coordination & communication during emergencies. With a new EOC in place, emergency responders & other federal, state, local & tribal stakeholders can work more effectively together, improving the overall response to our diverse communities. (2) Enhanced Situational Awareness: An EOC provides a common operating picture, which allows emergency managers to gather & analyze data from various sources. This enhanced situational awareness can help them make more informed decisions & respond more effectively to emergencies. (3) Increased Efficiency: A well-designed EOC can streamline operations, reduce duplication of effort, & improve resource allocation. This can result in a more efficient response, which can save lives & property. (4) Better Technology: A new EOC may come equipped with updated technology, such as computer systems, communication tools, audio visual enhancements & GIS mapping, that can improve emergency response capabilities. (5) Enhanced Training & Exercises: A new EOC provides an opportunity for emergency managers to conduct training & exercises, increasing familiarity with the facility & its capabilities, improving overall emergency management capabilities & readiness.

PenCom/911 & EOC have outgrown their available spaces, are operating in seismically unsafe structures, & are seeking alternative locations to ensure continuation of emergency and communication services. Reviewing potential costs using the current model of separately located & operated facilities, including all associated acquisition, construction, & O&M costs, the entities determined a shared facility, including shared expenses is the most cost-effective means of meeting the public mandates of each provider of emergency services.

TIMELINE

FY 2023 Emergency Operations Center Grant Program

DATE	*TASK*
June 1, 2023	Grant Agreement start date
June 30, 2023	*Estimated* date EHP paperwork submitted
December 31, 2023	*Estimated* New Subrecipient Regulation and Requirement Review completed
January 15, 2024	Submit Progress Report ** time period 6/1/2023- 12/31/2023*
July 15, 2024	Submit Progress Report ** time period 1/1/2024 - 6/30/2024*
January 15, 2025	Submit Progress Report ** time period 7/1/2024 - 12/31/2024*
July 15, 2025	Submit Progress Report ** time period 1/1/2025 - 6/30/2025*
January 15, 2026	Submit Progress Report ** time period 7/1/2025 - 12/31/2025*
April 30, 2026	Grant Agreement end date
June 14, 2026	Submit Final Reimbursement Request and Closeout Report
NLT 90 days after project completion	Project Completion Regulation and Requirement Review

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2023 Emergency Operations Center Grant Program

Budget Category	Grant Agreement Amount	Match Amount	Total Project Amount
Administrative and legal expenses	$ -	$ -	$ -
Land, structures, rights-of way, appraisals, etc	$ -	$ -	$ -
Relocation expenses and payments	$ -	$ -	$ -
Architectural and engineering fees	$ -	$ -	$ -
Other architectural and engineering fees	$ -	$ -	$ -
Project inspection fees	$ -	$ -	$ -
Site work	$ -	$ -	$ -
Demolition and removal	$ -	$ -	$ -
Construction	$ 2,965,800	$ 988,600	$ 3,954,400
Equipment	$ -	$ -	$ -
Miscellaneous	$ -	$ -	$ -
SUBTOTAL	***$ 2,965,800***	***$ 988,600***	***$ 3,954,400***
Contingencies	$ -	$ -	$ -
SUBTOTAL	***$ 2,965,800***	***$ 988,600***	***$ 3,954,400***
Project (program) income	$ -	$ -	$ -
TOTAL	**$ 2,965,800**	**$ 988,600**	**$ 3,954,400**

The Subrecipient will provide a match of **$988,600** of non-federal origin, 25% of the total project amount (local budget plus federal award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The Subrecipient's contractors and subcontractors must sign and submit the following certification to the next tier, with the Subrecipient forwarding to the Department Key Personnel for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____
Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title
Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____
Date

2d

SEP 26 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 09/25/2023**

REGULAR AGENDA ☒ **Meeting Date: 09/26/2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # SEANWS-2023-CLCoCD-00005
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This grant agreement with the Department of Ecology provides funding for day-to-day operations and coordination of activities for the Clallam County Marine Resource Committee. This grant agreement is for $249,000.00 starting 10/1/2023 ending 6/30/2025.

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?** ☐
Already included in 2023 County budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please Docusign the contract in Department of Ecology's EAGL.

County Official signature & print name: _Bruce Emery Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments:
___DCD

Date submitted: 09/19/2023

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

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

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SEANWS-2023-ClCoCD-00005

SHORELANDS NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam County Marine Resources Committee Operations
Total Cost:	$249,000.00
Total Eligible Cost:	$249,000.00
Ecology Share:	$249,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	10/01/2023
The Expiration Date of this Agreement is no later than:	09/30/2025
Project Type:	Northwest Straits Grant

Project Short Description:
The Clallam County MRC (RECIPIENT) works to achieve resource conservation and habitat protection within the Northwest Straits, through implementing priorities of the Puget Sound Action Agenda. This grant will support the Clallam County MRC operations and projects for the 2023-2025 grant period.

Project Long Description:
This agreement provides for day-to-day operations and coordination of activities for the RECIPIENT.

The RECIPIENT will also carry out projects for the 2023-2025 grant period. These include:

A. Monitoring
1. Monitor forage fish spawning on a monthly basis at four different locations as part of a larger ongoing regional

forage fish monitoring program.

2. Monitor floating kelp beds at 3 locations in Clallam County.

3. Monitor pigeon guillemots nesting and foraging behavior at up to fourteen sites in Clallam County annually during the summer monitoring season.

B. Outreach and education of county residents on issues of prime importance with the marine environment will continue in the Elwha Estuary area to maintain the achieved reduction of dog and human waste.

C. Continue Olympia oyster restoration efforts at two locations in Sequim Bay.

Overall Goal:

The overall goal of this grant is to conduct operations and projects to further the goals of the Northwest Straits Commission and the Puget Sound Partnership Action Agenda.

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

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

Physical Address: 223 East 4th St, Suite 6
Port Angeles, Washington 98362

Organization Fax: (360) 417-2513

Contacts

Project Manager	Rebecca Mahan MRC Coordinator 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: rebecca.mahan@clallamcountywa.gov Phone: (360) 417-2322
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Joenne McGerr Date

Shorelands

Program Manager

Template Approved to Form by
Attorney General's Office

Clallam County

By: _____

Mark Ozias Date

Commissioner

Randy Johnson

Clallam County Commissioner Date

Approved as to form:

Bert D. Boughton
Deputy Prosecuting Attorney

SCOPE OF WORK

Task Number: 1 **Task Cost:** $232,800.00

Task Title: 1. MRC Operations

Task Description:

1.1 MRC Operations: Schedule, prepare/distribute agenda and post public notices of MRC meetings; prepare and distribute minutes of MRC meetings; maintain current MRC membership list; recruit MRC members (if allowable by county) and provide onboarding for new members; track volunteer hours, in-kind support and leveraged funds and provide information quarterly to Northwest Straits Commission staff; communicate regularly with NWSC staff.

1.2 MRC Communication: Maintain MRC website (including current meeting schedules, agendas and projects); communicate regularly with county council/commission; increase awareness of the purpose of the MRC and its role in the county; communicate with relevant audiences about the projects and programs of the MRC.

1.3 MRC grant administration: Ensure that grant agreement is implemented on schedule with satisfactory deliverables; prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget, including spending out on deadlines per state and federal fiscal years; manage sub-contracts as applicable and provide copies to Northwest Straits Commission grant manager; prepare MRC workplan and MRC annual report to summarize MRC activities and progress; communicate revisions to or concerns about carrying out the agreement to Northwest Straits Commission staff; and prepare grant applications for MRC projects.

1.4 Training and representation: MRC members will attend Northwest Straits Initiative annual conference; MRC staff will participate in regular meetings and forums for MRC staff; a representative of the MRC will attend each Northwest Straits Commission meeting.

1.5 MRC Advisory: MRCs will serve as a resource to county government to help identify local marine conservation and protection needs and recommend remedial actions; MRCs will advise county council/commission/executive on local and regional marine issues as appropriate and as requested.

Task Goal Statement:

To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:

a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings, and web site.

c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.

d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.

e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.

f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.

g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Rebecca Mahan

1. MRC Operations

Deliverables

Number	Description	Due Date
1.1	Progress Report	
1.2	Quarterly Reporting of Meeting Agendas , Minutes and Reports to the Commission	
1.3	Matching Funds/Volunteer Time Tracking	01/15/2024
1.4	Annual Workplan	01/14/2024
1.5	Annual Report	04/15/2024
1.6	Closeout Report	09/30/2025

SCOPE OF WORK

Task Number: 2 **Task Cost:** $3,800.00

Task Title: 2. Monitoring

Task Description:
The RECIPIENT will conduct monitoring for bull kelp, forage fish, and pigeon guillemot colonies as follows:

2.1 Forage fish: The forage fish monitoring project is part of a larger ongoing regional forage fish monitoring program. The RECIPIENT will continue to monitor forage fish spawning on a monthly basis at four different locations to provide valuable information on seasonal and spatial spawning trends by forage fish on Clallam County beaches.

2.2 Bull kelp: The RECIPIENT will monitor floating kelp beds at three locations in the Strait of Juan de Fuca to provide valuable information on the annual spatial distribution of float kelp communities in Clallam County. The RECIPIENT will complete surveys during the dominant growing months, typically July-August.

2.3 Pigeon guillemots: Using existing survey methods of the Salish Sea Guillemot Network protocol, the RECIPIENT will monitor pigeon guillemots nesting and foraging behavior at up to fourteen sites in Clallam County annually during the summer monitoring season.

Task Goal Statement:
The are 3 goals for this task:

1. To have accurate spatial population data for forage fish in Clallam County.
2. To monitor changes in local kelp populations and promote community science contributions to regional research.
3. To monitor the breeding colonies of pigeon guillemots in Clallam County and add to the regional network of pigeon guillemot monitoring.

Task Expected Outcome:
As part of ongoing forage fish monitoring program this data will contribute to the Washington Department of Fish and Wildlife database documenting status and trends.

This task will add to the knowledge of kelp status and trends along the Strait of Juan de Fuca and augment and complement the synoptic survey work conducted by Washington Department of Natural Resources.

This task will also improve understanding of nearshore health by monitoring pigeon guillemots as an indicator species.

Recipient Task Coordinator: Tim Cochnauer, Alan Clark, Ed Bowlby

2. Monitoring

Deliverables

Number	Description	Due Date
2.1	Recipient will submit Year 1 forage fish Quality Assurance Project Plan and upload to EAGL	
2.2	Recipient will submit Year 1 bull kelp Quality Assurance Project Plan and upload to EAGL.	
2.3	Recipient will submit Year 1 pigeon guillemot Quality Assurance Project Plan and upload to EAGL.	
2.4	Recipient will submit Year 2 forage fish Quality Assurance Project Plan and upload to EAGL.	
2.5	Recipient will submit Year 2 bull kelp Quality Assurance Project Plan and upload to EAGL.	
2.6	Recipient will submit Year 2 pigeon guillemot Quality Assurance Project Plan and upload to EAGL.	
2.7	Recipient will submit Year 1 forage fish summary report and data and upload to EAGL.	
2.8	Recipient will submit Year 1 bull kelp summary report and data and upload to EAGL.	
2.9	Recipient will submit Year 1 pigeon guillemot summary report and data and upload to EAGL.	
2.10	Recipient will submit Year 2 forage fish summary report and data and upload to EAGL.	
2.11	Recipient will submit Year 2 bull kelp summary report and data and upload to EAGL.	
2.12	Recipient will submit Year 2 pigeon guillemot summary report and data and upload to EAGL.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $6,400.00

Task Title: 3. Elwha Beach Stewardship

Task Description:
The Elwha Stewardship project was initiated in 2016 in response to concerns associated with the increased usage of the Elwha estuary area after the removal of the dams upriver. Early surveys by the RECIPIENT documented high counts of pet waste on the access dike, and there were community reports of human waste. In a previous grant period, the RECIPIENT installed a portable toilet and pet waste station, resulting in a reduction in both pet waste and human waste in the area.

The RECIPIENT will maintain the improvements achieved by continuing to provide a portable toilet and pet waste stations at the site. The RECIPIENT will also document the people and dog usage of the estuary area seven years after the inception of the project. This will be done with the use of survey mechanisms that will allow for comparison to previous project periods.

Task Goal Statement:
The goal of this task is to protect and improve water quality, contribute to nearshore habitat and species protection, and encourage community stewardship.

Task Expected Outcome:
The expected outcome is to maintain the achieved reduction of dog and human waste in the estuary area.

Recipient Task Coordinator: Helle Andersen

3. Elwha Beach Stewardship

Deliverables

Number	Description	Due Date
3.1	Recipient will submit Elwha Beach stewardship year one summary (including summary of activities, copies of surveys and results, copies of any outreach materials and photos) and upload to EAGL.	
3.2	Recipient will submit Elwha Beach stewardship year two summary (including summary of activities, copies of surveys and results, copies of any outreach materials and photos) and upload to EAGL.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $6,000.00

Task Title: 4. Olympia Oyster Restoration

Task Description:
In 2012 the RECIPIENT partnered with Jamestown S'Klallam Tribe and Puget Sound Restoration Fund to initiate an Olympia oyster restoration site on tidelands in Sequim Bay.

Using existing protocols, the RECIPIENT and partners will conduct annual population surveys at the two restoration sites and, if needed, provide additional shells as settling substrate for oyster larvae. Seeded cultch may also be added if the Olympia oyster population surveys warrant it. Annual surveys will provide an estimate of the density of oysters per square meter and an overall estimate of the population size at each of the sites.

Task Goal Statement:
The goal of this project is to expand the Olympia oyster population in Sequim Bay to self-sustaining populations.

Task Expected Outcome:
This project will result in annual population surveys of the restoration site documenting growth and new recruitment of Olympia oysters.

Recipient Task Coordinator: Lyn Muench, Chris Burns

4. Olympia Oyster Restoration

Deliverables

Number	Description	Due Date
4.1	Recipient will submit year 1 Olympia Oyster Quality Assurance Project Plan addendum and upload to EAGL.	
4.2	Recipient will submit year 1 final report (including summary of activities, results of population surveys, photos) and upload to EAGL.	
4.3	Recipient will submit year 2 Olympia Oyster Quality Assurance Project Plan and upload to EAGL.	
4.4	Recipient will submit year 1 final report (including summary of activities, results of population surveys, photos) and upload to EAGL.	

BUDGET

Funding Distribution EG240079

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: General Fund - State 2023-24
Funding Effective Date: 10/01/2023
Funding Type: Grant
Funding Expiration Date: 06/30/2024

Funding Source:

Title: General Fund - State

Fund: FD
Type: State
Funding Source %: 100%
Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2023-24	Task Total
1. MRC Operations	$ 63,500.00
2. Monitoring	$ 500.00
3. Elwha Beach Stewardship	$ 1,000.00
4. Olympia Oyster Restoration	$ 0.00
	Total: $ 65,000.00

BUDGET

Funding Distribution EG240083

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: General Fund - State 2024-25
Funding Effective Date: 07/01/2024
Funding Type: Grant
Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund - State

Fund: FD
Type: State
Funding Source %: 100%
Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2024-25	Task Total
1. MRC Operations	$ 63,500.00
2. Monitoring	$ 500.00
3. Elwha Beach Stewardship	$ 1,000.00
4. Olympia Oyster Restoration	$ 0.00
	Total: $ 65,000.00

BUDGET

Funding Distribution EG240095

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2023-24 Puget Sound Partnership/EPA	Funding Type:	Grant
Funding Effective Date:	10/01/2023	Funding Expiration Date:	09/30/2024

Funding Source:

Title:	Puget Sound Partnership/EPA
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:	Environmental Protection Agency
Federal Awarding Agency Contact:	Ahren Stroming
Federal Awarding Agency Phone:	360-918-1337
Federal Awarding Agency Email:	ahren.stroming@psp.wa.go
Federal Awarding Agency Address:	PO Box 40900, Olympia WA 98504-0900
CFDA Catalog Name:	National Estuary Program
CFDA Number:	66.456
FAIN:	CE01J97401
Research Grant:	No
Federal Award Date:	10/1/2021
Total Federal Award Amount:	$3,400,000.00
Federal Funds Obligated To Recipient:	$59,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

2023-24 Puget Sound Partnership/EPA	Task Total
1. MRC Operations	$ 52,400.00
2. Monitoring	$ 1,400.00
3. Elwha Beach Stewardship	$ 2,200.00
4. Olympia Oyster Restoration	$ 3,000.00
	Total: $ 59,000.00

BUDGET

Funding Distribution EG240096

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2024-25 Puget Sound Partnership/EPA	Funding Type:	Grant
Funding Effective Date:	10/01/2024	Funding Expiration Date:	09/30/2025

Funding Source:

Title:	Puget Sound Partnership/EPA
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:	Environmental Protection Agency
Federal Awarding Agency Contact:	Ahren Stroming
Federal Awarding Agency Phone:	360-918-1337
Federal Awarding Agency Email:	ahren.stroming@psp.wa.go
Federal Awarding Agency Address:	PO Box 40900, Olympia WA 98504-0900
CFDA Catalog Name:	National Estuary Program
CFDA Number:	66.456
FAIN:	CE01J97401
Research Grant:	No
Federal Award Date:	10/1/2021
Total Federal Award Amount:	$3,400,000.00
Federal Funds Obligated To Recipient:	$60,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

2024-25 Puget Sound Partnership/EPA	Task Total
1. MRC Operations	$ 53,400.00
2. Monitoring	$ 1,400.00
3. Elwha Beach Stewardship	$ 2,200.00
4. Olympia Oyster Restoration	$ 3,000.00
	Total: $ 60,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
General Fund - State 2023-24	0.00 %	$ 0.00	$ 65,000.00	$ 65,000.00
General Fund - State 2024-25	0.00 %	$ 0.00	$ 65,000.00	$ 65,000.00
2023-24 Puget Sound Partnership/EPA	0.00 %	$ 0.00	$ 59,000.00	$ 59,000.00
2024-25 Puget Sound Partnership/EPA	0.00 %	$ 0.00	$ 60,000.00	$ 60,000.00
Total		**$ 0.00**	**$ 249,000.00**	**$ 249,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

CREDIT AND ACKNOWLEDGEMENT
Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement CE-01J65401 to Puget Sound Partnership. 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."

1. INTRODUCTION
The below provisions are not listed on OMB Standard Form 424B (Rev 4- 2012). These provisions apply only to Sub-recipients.

2. AUDIT REQUIREMENTS
Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR expends
$750,000 or more in total Federal funds in a fiscal year. The $750,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to Ecology within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/facweb/

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES
GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.
In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements", if

the recipient 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.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. DRUG FREE WORKPLACE

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart
E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

7. INTERNATIONAL TRAVEL (Including Canada)

All International Travel must be approved by the US Environmental Protection Agency's, 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 Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

8. LEP (Limited English Proficiency) Title VI

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub- recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."

The guidance can be found at
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd.

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being

implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

9. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. 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.

11. REIMBURSEMENT LIMITATION

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

12. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractor 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 Government recipients, this will include placing DBEs on solicitation lists and soliciting 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 paragraph (a) through (e) of this section.

13. SUB-AWARDS

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

- Establish all sub-award agreements in writing;
- Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub- awardee;
- Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
- Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub- award;
- Obtain Ecology's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- Obtain approval from Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

14. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub- recipient. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the Sub-Recipient, your employees, sub-awardees under this award, and sub- awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform Ecology immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

15. UNLIQUIDATED OBLIGATIONS (ULO)

Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the

RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT 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, volunteers, 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 Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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 and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

3a

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 9-18-23**

REGULAR AGENDA ☒ **Meeting Date: 9-26-23**

Item summary:

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

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Olympic Area Agency on Aging Advisory Council due to a resignation.

A press release was issued during the month of July 2023 soliciting applications from interested citizens. One application was received.

The Olympic Area Agency on Aging Advisory Council supports the appointment of Ronnie Meldrum.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 9-13-23

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

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

RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE
OLYMPIC AREA AGENCY ON AGING ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Olympic Area Agency on Aging Advisory Council due to a resignation.

2. A press release was issued during the month of July 2023 soliciting applications from interested citizens. One application was received.

3. The Olympic Area Agency on Aging Advisory Council supports the appointment of Ronnie Meldrum.

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

1. **Ronnie Meldrum** is reappointed as a Clallam County Representative to a term expiring December 31, 2024.

PASSED AND ADOPTED this 26th day of September 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Mike French

c: Appointees
Olympic Area Agency on Aging
A22.167

DRAFT

3b

AGENDA ITEM SUMMARY

SEP 2 6 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: September 25, 2023**

REGULAR AGENDA ☒ **Meeting Date: September 26, 2023**

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: ☐

BACKGROUND OF WAVE/ASTOUND CABLE FRANCHISE AGREEMENT

A Cable Franchise Agreement with Wave Division I LLC, successor in interest to Northland Cable Properties Seven Limited Partnership, and WaveDivision III, LLC, successor interest to Northland Cable Television, Inc (individually and collectively doing business as Astound Broadband power by Wave, or "Astound"), was authorized and adopted by Clallam County in 2012 for a ten (10) year term allowing the authority to install, construct, operate, and maintain a cable communications system in Clallam County. The 2012 Franchise Ordinance 883 was originally set to expire on May 18, 2022, and was subsequently extended to November 18, 2022 via Ordinance 987. As both parties continued in good faith negotiations and discussions aimed at creating and entering into a new franchise agreement, the terms and conditions of the 2012 Franchise Ordinance and Agreement continued to be observed by both parties following the end of the extended end date as provided under processes outlined under the Federal Cable Act.

As many changes have occurred in the cable services industry, the previous cable franchise agreement had become outdated in many aspects and required significant updates to better reflect industry best practices, and to reflect several industry changes affecting cable system operators and the franchise agreements under which they operate. The attached proposed 10-year agreement has been negotiated with Astound with the assistance of CBG Consultants, Inc., a specialized cable and broadband communications industry consultant, over the past 2+ years to assist the County staff in drafting and negotiating a new cable franchise agreement with Astound. This effort has involved the collaboration and input of several County departments, including the Finance Department and Prosecuting Attorney Civil Division, as well as input solicited from Public Works and IT as needed.

Historically, the County has received Franchise Fee Revenues under the cable franchise agreement, equal to 5% of Astound's gross revenues generated by the cable system it operates in unincorporated

Clallam County. The total franchise fees paid to the County under the franchise agreement have ranged between $200,000-$250,000 annually that were paid twice a year to the County. However, in recent years, these franchise fee revenues have slowly declined to under $200K per year which is reflective of subscriber trends affecting the cable industry traditional cable services as households increasingly are migrating toward streaming services platforms. Under the new agreement Franchise Fees will now be paid quarterly, giving the County more frequent payments of revenue and ability to see emerging trends faster than in the past.

The Cable Franchise Agreement is only applicable to Astound's cable TV line of services. Broadband services are exempt from Franchise agreements.

KEY FEATURES OF NEW ASTOUND CABLE FRANCHISE AGREEMENT

The key highlights/changes of the proposed Cable Franchise Renewal Agreement between Clallam County and Astound include the following:

- **Gross Revenues and Franchise Fees --** There is an expanded definition of Astound's Gross Revenues pertaining to Cable Service, which will enable a wider range of Cable Service-related revenues to be captured and applied to the calculation of the 5% of Gross Revenues Franchise Fee provided to the County. This definition is more consistent with the best practices regarding such in today's cable franchise agreements and should enable the County to receive the largest amount feasible for the use of its rights-of-way by Astound. This will be beneficial to the County, especially in helping counter the effects of a continued decline in Cable Service subscribership versus subscribership to video streaming services.

- **Enhanced Audit Rights--**The County's Franchise Fee audit rights are also better defined and will enable the County to review and challenge, if necessary, Astound's methodology and calculations to ensure that it always receives the amounts required under the Franchise. If an error in Astound's Franchise Fee calculation is made that results in an additional 5% or more owed to the County, as determined by a formal Franchise Fee Audit, Astound is responsible for the reimbursing the County's cost of that audit up to $30,000.

- **Government and Educational Access Channel --** The proposed Renewal Agreement also provides for the County to implement (if it chooses) a Government Access Channel (which also can include programming by educational entities, as the County may determine). This channel will provide another outlet for coverage of County meetings and other proceedings; video programs on governmental initiatives, programs, and services; and provision of other types of information, including public health announcements, emergency messages and other critical communications.

  If the County chooses to implement the Channel, the agreement allows for the implementation of a PEG Fee, which will provide 1% of Gross Revenues to help support any types of PEG channel-related capital costs incurred by the County in establishing and broadcasting the PEG channel content to Astound (including such costs as cameras, meeting room video/audio systems, remote video production equipment, editing equipment, facilities funding to build video production facilities if needed, and other program development-related capital costs).

- **System Build-out and Expansion Requirements** -- The proposed Renewal Franchise also provides an amount of $1,750 per occupied dwelling unit in construction costs for requested system expansions beyond Astound's current system. Astound will apply this amount towards pockets of homes to be constructed or existing homes interested in having cable services expanded to their area, and then funding can be contributed from other sources, including homeowners themselves, to meet Astound's full construction costs of expanding its service into that area based on detailed designs that it would provide. This construction cost amount will be adjusted annually based on changes in Seattle CPI each year during the term of the agreement. This mechanism has the potential for enabling future extension of its cable services, and by extension, its broadband services to such unserved areas.

  This provision can work on a "dual track", in tandem with separate efforts that the County may undertake with Astound to extend its system for broadband purposes by applying for broadband grant funds.

  Between the two efforts, it is projected that Astound will be able to build new system infrastructure over the course of the renewed Franchise.

- **Consumer Protection Standards** -- A detailed set of Customer Service and Consumer Protection Standards is proposed in the Renewal Franchise Agreement that is consistent with the best practices for such Standards. The Standards place the burden of resolving complaints on Astound as the service provider, but allow the County to intervene as necessary, utilize the Standards as benchmarks for evaluating complaints and then enforcing them for the benefit of County residents as needed.

- **Books, Records and Reports** -- The Renewal Franchise provides for the ability for the County to review and obtain copies of books and records as necessary to ensure compliance with Franchise requirements. It also enables requirement of specific operational reports to obtain information to evaluate problems that arise with the system, if needed for the County to ensure Astound's compliance.

- **System Technical Requirements** -- The proposed Renewal Franchise Agreement provides for technical standards that Astound must comply with and demonstrate compliance as needed if problems arise. It also contains requirements for status monitoring, standby powering, and other critical system components to ensure that the Astound system operates in a highly reliable manner. When reliability problems may be experienced, it provides the County with the ability to review and evaluate data concerning such problems and then enforce compliance.

- **Insurance and Bond Provisions** -- The Renewal Franchise Agreement provides for updated insurance types and amounts and a larger performance bond to ensure that the County is always protected from any financial liability that could occur as a result of actions or inaction by Astound.

- **Franchise Area and Service Area** -- The existing two Astound Franchises have been combined into one Franchise Agreement for a term of ten (10) years. Astound's existing service area is shown in Exhibit A and the Franchise Area has now been defined as the entire unincorporated County. Also, as-built system maps are required at the inception of the

renewed Franchise, and then must be updated as needed to identify the extent of Astound's infrastructure and any expansion thereof.

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 at this time. The annual Franchise Fees are already considered in the budget planning for 2023 and 2024.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Request the approval to call for a public hearing on October 10th, 2023.

County Official signature & print name: Mark Lane

Name of Employee/Stakeholder attending meeting: Angi Klahn, Dee Boughton, David VonMoritz (Astound), Tom Robinson (CBG)

Relevant Departments: BOCC & Prosecutor

Date submitted: September 20, 2023

PUBLIC HEARING

Proposed Clallam County Ordinance

Cable Television Franchise Renewal Agreement

Between Clallam County, WA and Wavedivision I, LLC and Wavedivision III, LLC

(d.b.a., Astound Broadband)

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, enter date October 10th, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies

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

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

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

FORMAL IDENTIFICATION: Ordinance Adopting Code Chapter Title Cable Television Franchise Renewal Agreement.

SUMMARY OF PROPOSED CHANGES:
Adoption of the Clallam County Code Chapter Title Cable Television Franchise Renewal Agreement.

The Ordinance will grant a franchise for the term of ten (10) years to Wavedivision I, LLC and Wavedivision III, LLC (d.b.a. Astound Broadband) to construct, extend, connect, repair, maintain, operate and remove cable television lines and facilities along the county roads within Clallam County.

Publish: September 29th, 2023
Bill:BOCC

Loni Gores, MMC, Clerk of the Board

Ordinance _____

An ordinance repealing ordinances 465, 466, 883, and 987 in their entirety and replacing them with a new chapter of the Clallam County Code concerning granting a non-exclusive ten-year franchise to Astound Broadband powered Wave to construct, operate and maintain a Cable Communications System as defined and governed herein.

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Purpose and Intent, is created to read as follows:

1. PURPOSE AND INTENT

1.1 Clallam County, Washington (hereafter "County" or "Grantor") is authorized to and by this Franchise Agreement ,as defined below, does grant to WaveDivision I, LLC, a Washington limited liability company, and WaveDivision III, LLC, a Washington limited liability company (individually and collectively doing business as Astound Broadband powered by Wave and hereafter Grantee) a non-exclusive ten (10) year franchise, revocable as provided herein, to construct, operate and maintain a Cable Communications System, as defined below, in the franchise areas comprised of a portion of the area within the unincorporated territory as described in Exhibit A.

1.2 The purpose of this Franchise Agreement is to create a binding, enforceable contract between Grantor and Grantee.

Section 2. Definitions, is created to read as follows:

2. DEFINITIONS

For the purposes of this Franchise Agreement and all attachments included hereto, the following words, terms, phrases, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used in this franchise which are not defined hereunder but defined in the Cable Communications Policy Act of 1984, the Cable Communications Policy Act of 1992, and the Telecommunications Act of 1996, as may be amended from time to time, shall have the meaning specified in the Cable Act definition.

a. "Access" or "Educational and Government (EG) Access" means the availability of Access Channels or Educational and Government Access (EG) Channels for use by various agencies, institutions, organizations, and groups in the community, including Grantor and its designees, on a non-discriminatory basis, of the Cable System for non-commercial

purposes, including the right to acquire, create, and distribute non-commercial Programming not under the Grantee's editorial control.

b. "Access Channel" or "Educational or Government Access (EG) Channel" A video programming channel which Grantee makes available to the Grantor without cost for the purpose of transmitting non-commercial programming by Grantor departments and agencies, public schools, and educational institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

i. "Educational Access Channel" means any channel or portion of a channel available for educational programming by public schools or educational institutions and required by the Franchise to be dedicated by the Grantee for EG Access.

ii. "Government Access Channel" means any channel or portion of a channel available for programming by government agencies and required by the Franchise to be dedicated by the Grantee for EG Access.

Nothing in this Franchise shall prevent the Grantor or its designee from carrying out fundraising activities to supplement access capital or operating funds, and such fundraising activity shall not in itself constitute a commercial use of access channels, facilities, and equipment.

c. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

d. "Availability of Service" means the ability of a Subscriber to obtain a service within seven (7) business days by requesting Cable Service and paying applicable installation and/or usage charges.

e. "Basic Service" means that tier of Cable Service which includes but is not limited to a) the retransmission of local broadcast station signals, and b) public, educational and government access channels. Basic Service includes Cable Service over Grantee's Cable System.

f. "Broadcast Channel" or "Local Broadcast Channel" means a television or radio signal that is transmitted over-the-air to a wide geographic audience and is received by the cable communications system and retransmitted to subscribers, regardless of the means used by Grantee to receive the signal (off-the-air, microwave link, fiber optically, satellite receiver, other means, etc.).

g. "Cable Act" means collectively the federal Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 as may be amended from time to time.

h. "Cable Operator" means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

i. "Cable Service" means a) the one-way transmission to Subscribers of video programming or other programming service; and b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Except in the event of a change in applicable law, pursuant to which such service is explicitly deemed a Cable Service, any video programming or other programming service received by a Subscriber over Grantee's managed broadband service provided by an entity which is not the Grantee or an Affiliate and which is available to all, including non-Subscribers, solely via the public Internet will not constitute a Cable Service.

j. "Cable Communications System" or "Cable System" or "System" shall have the meaning specified in the definition of "Cable System" in the Cable Act 47 U.S.C §522(7). In every case of its use in this Franchise, unless otherwise specified, the term shall refer to the Cable System constructed and operated by the Grantee in the County under this Franchise.

k. "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System, and which is capable of delivering Cable Service.

l. "Commercial Subscriber" means a Subscriber receiving Cable Services in a business or other commercial enterprise, where the Cable Services are to be used in conjunction with the enterprise and the rates for services are individually negotiated with the Subscriber.

m. "Converter" or "Set Top Unit (STU)" means a consumer electronic interface device for changing the television signal, transported by the Cable System, to a suitable channel or format which the television receiver is able to tune.

n. "County" means Clallam County, a Washington statutory County, and all of the unincorporated territory within its boundaries.

o. "County Board of Commissioners" means the governing body of the Grantor.

p. "FCC" means the Federal Communications Commission.

q. "Franchise" or "Franchise Agreement" means the authorization granted by this document, or renewal thereof (including renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by Grantor as the franchising authority, whether such authorization is designated as a franchise or by Ordinance.

r. "Franchise Area" means all territory within unincorporated Clallam County. Grantee's service area, upon the Effective Date (as defined in Section 3.3 below) of this Franchise, is depicted on the attached Exhibit A.

s. "Grantee" or "Franchisee" means WaveDivision I, LLC and WaveDivision III, LLC, and the lawful successors, transferees, or assignees thereof.

t. "Grantor" means Clallam County, a statutory County in the State of Washington.

u. "Gross Revenue" means all revenue derived by Grantee from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenue shall be calculated in accordance with Generally Accepted Accounting Principles ("GAAP") as of the Effective Date and the following requirements. Gross revenues include, by way of illustration and not limitation:

- Fees for Cable Services to all Subscribers, including revenues derived from the provision of all Cable Services including but not limited to:
    - Basic Service fees and fees for all service tiers above Basic Service;
    - Fees charged for digital video tiers and for optional, per-channel, such as Pay Channels or Premium Channels or per-program Cable Service such as Video-on-Demand and Pay-per-View;
    - Broadcast Channel retransmission fees;
    - Regional sports programming fees;
    - Fees for any and all music services offered as a Cable Service.
- Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- Inside wiring service plans and maintenance charges;
- Convenience fees related to Cable Service;
- Early termination fees on Cable Services;

- Fees paid to Grantee for Channels designated for commercial/leased access use; which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Payments for pre-paid Cable Services and/or equipment;
- Advertising Revenues as defined herein;
- Fees including, but not limited to: (1) late fees, Non-sufficient funds fees, convenience fees and administrative fees which are either specifically identified as related to the provision of Cable Service or, in the absence of such specific identification, shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area; and (2) Franchise Fees (defined in Section 8.1.a);
- Revenues from program guides;
- Launch fees and market co-op fees; and
- Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall either be specifically attributed to a service area or, in the absence of such specific attribution, shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.

"Gross Revenues" shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. "Gross Revenues", however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate, and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services in the Franchise Area and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. "Gross Revenues" shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect. With the exception of recovered bad debt, "Gross Revenues" shall not include bad debt.

"Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall either be in the amount specifically attributed to the Franchise Area, or in the absence of such specific attribution, shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising Interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise Fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses (e.g., "revenue offsets" and "contra expenses" and "administrative expenses" or similar expenses), or by fees, commissions, or other amounts paid to or retained by affiliated advertising representation firms to Grantee or their successors involved with sales of advertising on the Cable System within the Franchise Area.

"Gross Revenues" shall **not** include:

- actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
- any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state, or other governmental unit, provided that the Franchise Fee shall not be regarded as such an excluded tax or fee and shall be included in Gross Revenues;
- revenues associated with the provision of managed network services provided under separate business contract;
- unaffiliated third-party advertising sales agency fees or commissions which are reflected as a deduction from revenues, except when Grantee acts as a principal as specified in the paragraph immediately above; and
- revenue not derived from operation of the Cable System to provide Cable Service.

To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues in accordance with GAAP and in accordance with the requirements herein, using a methodology that allocates revenue based on the relative undiscounted rate card amount (including all fees) of each element of service provided in the discounted bundle.

Grantee shall not allocate revenue between Cable Services and non-Cable Services for the purpose or with the intent of evading or substantially reducing Grantee's Franchise Fee obligations to Grantor. The Grantor reserves its right to review and to challenge Grantee's calculations.

Grantee reserves the right to change the allocation methodologies set forth above to meet changes in GAAP, standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee agrees to explain and document the source of any change it makes to allocation methodologies, including, but not limited to, those it deems required by GAAP, FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item. Grantor reserves its right to review and challenge any Grantee change in allocation methodologies.

v. "Interactive Services" means services provided to subscribers where the Subscriber either (a) both receives information consisting of either television or other signals and transmits signals generated by the Subscriber or equipment under the Subscriber's control for the purpose of selecting what information shall be transmitted to the Subscriber or for any other purpose; or (b) transmits signals to any other location for any purpose.

w. "Leased Channel" means any channel or portion of a channel available for programming by persons or entities other than Grantee for a fee or charge.

x. "Monitoring" means observing a one-way communications signal, or the absence of a signal, where the observer is neither the Subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever.

y. "Pay Channel" or "Premium Channel" means a Channel which Subscribers receive Programming for a special fee or charge over and above the regular charges for Basic Service, on a per program, per Channel, or other Grantee provided subscription basis.

z. "Person" means an individual, partnership, association, proprietorship, organization, joint stock company, trust, corporation, or governmental entity or other entity doing business in the State of Washington, or any natural person.

aa. "Programmer" means any person or entity who or which produces or otherwise provides program material or information for transmission by video, audio, digital or other storage methods or media, to Subscribers, by means of the Cable Communications System.

bb. "Programming" means the process of causing television programs or other patterns of signals in video, voice, or data formats to be transmitted as a Cable Service on the Cable System and includes all programs or patterns of signals transmitted as a Cable Service, on the Cable System.

cc. "Record" means written or graphic materials, however produced or reproduced, or any other tangible permanent record, including, without limitation, all letters, correspondence, memoranda, minutes, notes, summaries or accounts of telephone conversations, electronic files, opinions or reports of consultants or experts, invoices, billings, statements of accounts, studies, appraisals, analyses, contracts, agreements, charts, graphs, and photographs to the extent related to the enforcement or administration of this Franchise.

dd. "Resident" means any natural person residing within the Franchise Area.

ee. "Residential Subscriber" means a non-commercial Subscriber.

ff. "School" means any public educational institution, including primary and secondary schools, community colleges, colleges, universities, and extension centers, and all similarly situated private and parochial educational institutions which have received the appropriate accreditation from the State of Washington and, where required, from other authorized accrediting agencies.

gg. "Section" means any section, subsection, or provision of this Franchise Agreement.

hh. "Streets, Public Ways and Rights-of-Way" means the surface of and the space along, across, upon, above and below any Grantor Street, road, avenue, viaduct, bridge, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the Franchise Area, and any easements, rights of way or other similar means of access to the extent Grantor has the right to allow Grantee to use them.

ii. "Subscriber" means any person who subscribes to Cable Service provided by the Grantee by means of, or in connection with, Grantee's Cable System whether or not a fee is paid for such service.

jj. "Tapping" means observing a two-way communications signal exchange where the observer is neither of the communicating parties, whether the exchange is observed by visual or electronic means, for any purpose whatsoever.

kk. "Year" means a full twelve-month calendar year, unless designated otherwise, such as a "fiscal year."

Section 3. Grant of Franchise, is created to read as follows:

3.1 Grant

Grantor hereby grants to the Grantee a non-exclusive, revocable franchise for a term of ten (10) years from and after the Effective Date hereof, revocable as provided herein to construct, operate, extend, connect, repair, remove and maintain a Cable System within the Franchise Area. This franchise constitutes the authority, right, privilege and obligation to provide Cable Services over the Cable System as required by the provisions of this Franchise Agreement and nothing herein shall be deemed to regulate, restrict, or prohibit Grantee from providing, other lawful services.

This Franchise is subject to the laws of the United States and the State of Washington, and to the lawful general ordinances of the Grantor affecting matters of general Grantor concern and not merely existing contractual rights of Grantee, whether now existing or hereafter enacted. In particular, this Franchise supersedes any of Grantor's subsequently adopted Ordinances in any matter in which the Franchise and the Ordinance are in conflict, and Grantor shall make a good faith effort to notify the Grantee of any Grantor proceedings which would substantially affect the Grantee's operations and shall upon request supply the Grantee with copies of any Grantor laws or regulations affecting Grantee's operations.

Grantee promises and guarantees a condition of exercising the privileges granted by this Agreement, that any Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

3.2 Use of Public Right-of-Way

For the purpose of constructing, extending, connecting, removing, operating, repairing, and maintaining a Cable Communications System in the Franchise Area, the Grantee may erect, install, audit, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Right-of-Way within the franchise area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary,

convenient and appurtenant to the operation of the Cable Communications System. Prior to construction or alteration, however, the Grantee shall in each case file plans as required with the appropriate agencies of Grantor and in accordance with any agreements with utility providers and companies, obtain permits, pay applicable fees, and receive approval as necessary before proceeding.

3.3 Duration and Effective Date of Franchise/Franchise Review

Except as otherwise provided herein for revocation, or early termination in accordance with Section 11.1, the Term of this franchise and all rights, privileges, obligations, and restrictions pertaining thereto shall be ten (10) years from the Effective Date of this agreement, at which time the franchise shall expire and, to the extent allowed by applicable federal law, be of no force and effect. The Effective Date of the franchise shall be the date the County Board of Commissioners Order granting the franchise takes effect, unless the Grantee fails to file the Franchise acceptance in accordance with Section 3.9 herein, in which event this Franchise shall be null and void.

During the six-month period beginning five (5) years after the Effective Date of this Franchise, the Grantor and Grantee may undertake a review of Grantee's system and performance to date, in order to determine whether the Franchise should continue in effect for the full ten (10) year Term or should terminate early. The Grantor may propose to, and subsequent thereto, terminate the Franchise early if the Grantee has been found to have committed a pattern of material violations of the Franchise, and Grantee does not provide, or refuses to make provision for, the effective resolution thereof, provided that any proposal by the Grantor to terminate the Franchise early, and termination pursuant thereto, shall be subject to the same procedural requirements as for a revocation under Section 11.1 hereof. If the Grantor does not terminate the Franchise early as provided herein, the Franchise shall continue for its full ten (10) year term.

3.4 Franchise Area and Service Area

The Franchise Area shall be the entire area of unincorporated Clallam County. Grantee's service area upon the Effective Date is that area within the Franchise Area, designated on the attached map, Exhibit A.

3.5 Periodic Public Review of Franchise

The Grantor may at approximately three (3)-year intervals during the term of the Franchise, and at such other times as the Grantor deems appropriate, conduct a public review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, that the Franchise continues to effectively serve the public in light of new

developments in cable law and regulation, cable technology, cable company performance, local regulatory environment, community needs and interests, and other such factors. Both the Grantor and Grantee agree to make a full and good faith effort to participate in the review and both parties will mutually agree on the actions required to implement the findings. The Grantor shall establish a procedure for ensuring orderly review, full discussion of any proposed policy changes between the Grantor and Grantee, and full public hearing regarding all matters discussed during the review.

Matters appropriate for discussion at the public reviews in accordance with this Section include without limitation:

a. Grantee's overall compliance with the Franchise;

b. Policies and practices necessary to ensure continued support for educational and government access at substantially the same level provided for in this Franchise;

c. System maintenance and operational requirements;

d. The resolution of any evident patterns of customer service problems; and

e. System build-out.

The periodic public reviews described in this Section may be, but need not be, made coincident with public reviews involved in the consideration of Grantee requests for franchise renewal, franchise extension, or approval of transfer of system ownership.

3.6 Franchise Not Exclusive

This grant or privilege shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit Grantor from granting other franchises of a like nature for other public or private purposes over, under, along, across or upon any of Grantor's Streets, Public Ways and Rights-of-Way and shall in no way prevent or prohibit Grantor from using any of said Streets, Public Ways and Rights-of-Way or affect its jurisdiction over them or any part of them, with full power to make all lawful necessary changes, relocation, repairs, maintenance, etc., as it deems fit. It is the intent of the parties that no such grant of authority by Grantor shall be made on terms and conditions more favorable or less stringent or burdensome than those contained herein, taking into account the terms and conditions of the grant of authority as a whole. In the event of Grantor's enactment, grant or other such allowance of any other cable television franchise ordinance or other

similar grant of authority concerning cable television, Grantor shall provide and Grantee may review such instrument and notify Grantor of any terms and/or conditions that are more favorable or less stringent or burdensome than those contained herein and Grantee and Grantor shall, in good faith, negotiate and enter into agreement(s) documenting such amendments to this Franchise as are necessary to achieve competitive equity between the two franchises. Grantor shall not be obligated but shall endeavor in good faith to keep Grantee informed of any proceedings concerning the grant of another cable television franchise ordinance or similar grant of authority concerning cable television.

3.7 Franchise Non-Transferable

This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

If the Grantee wishes to transfer this Franchise, the Grantee and Grantor shall proceed pursuant to Section 617 of the Cable Act and related rulemakings of the FCC. Grantee shall give Grantor written notice of the proposed transfer and shall request consent of the transfer by the Grantor. For the purpose of determining whether it will consent to such transfer, Grantor may inquire into the qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise Agreement. The Grantee shall assist Grantor in any such inquiry and shall provide all information requested in writing by the Grantor that is reasonably necessary to determine the legal, financial, and technical qualifications of the proposed transferee in order to determine whether it will consent to the proposed transfer. The Grantor may condition its consent upon such terms and conditions as it deems appropriate, related to the qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise. Consent to the transfer shall not be unreasonably delayed or withheld. Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have one hundred and twenty (120) days to act upon any request for approval of a transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and by the Grantor. If the Grantor fails to render a final decision on the request within said 120 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within thirty (30) days thereafter file with the Grantor a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, lease, mortgage, assignment, or transfer, certified and sworn to as correct by the Grantee.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall within thirty (30) days after the same shall have been made, file such certified copy as is required.

The requirements of this Section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a Cable Communications System of the Grantee or any Affiliate of the Grantee. However, the Cable Communications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this Section shall not be deemed to prohibit sale of tangible assets of the cable system in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this Section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is Cable System operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an Affiliate a majority of whose beneficial ownership is held by a parent of the Grantee.

3.8 Change in Control

The Grantee shall promptly notify the Grantor of any proposed change in, transfer of, or acquisition by any other party of control of the Grantee or of Grantee's interest in the Cable System. There shall be no change of control of the Cable System without prior approval of the Grantor. Such change in control shall make this Franchise subject to revocation unless and until the Grantor shall have given written consent thereto.

If the Grantee wishes to operate the Franchise under a change of control, the Grantee shall give the Grantor written notice of the proposed change and shall request approval of the change by the Grantor. The Grantor shall have one hundred and twenty (120) days to act upon the request, following the receipt of the request and of all information required in accordance with FCC regulations, as well as all information required in writing by the Grantor prior or subsequent to the request for approval, and submitted by Grantor at least thirty (30) days prior to the end of the one hundred and twenty (120) day period. If the Grantor fails to render a final decision on

the request within said one hundred and twenty (120) days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

For the purpose of determining whether it will consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the prospective controlling party to perform the obligations of the Grantee under this Franchise Agreement. The Grantee shall provide reasonable assistance to Grantor in any such inquiry. Consent to the change of control shall not be unreasonably delayed or withheld.

3.9 Franchise Acceptance

The Grantee, within sixty (60) days after the tender by the Grantor to the Grantee of the Franchise Agreement adopted by the Grantor, shall file in the office of the Grantor's cable franchise manager a written acceptance executed by Grantee, substantially in the form attached hereto as Exhibit B. In the event Grantee fails to file the acceptance as required herein, then this Franchise shall be null and void.

Section 4. Construction and Service Requirements, is created to read as follows:

4.1 General

As of the Effective Date of this Agreement, the Cable System utilizes a Hybrid Fiber Coaxial (HFC) system architecture. All active electronics are 750 MHz capable equipment, or equipment of higher bandwidth. Grantee agrees to maintain and improve upon this architecture in order for the System to provide the highest level of capacity and capability to its Subscribers for any service that Grantee provides.

In all its construction and service provision activities, Grantee shall meet or exceed the construction, extension and service requirements set forth in this Franchise Agreement.

4.1.1 Permits

Prior to beginning any construction, Grantee shall provide Grantor with a construction schedule for work in the Streets. Before any work is done by the Grantee under this franchise, it shall first file with the Director of the Clallam County Department of Public Works (hereinafter the Director) an application for a permit to do such work, accompanied by design drawings showing the position, location, and type of facility sought to be constructed, extended, connected, repaired, maintained, operated or removed, showing the relative positions to existing roads and property lines. Such drawings shall give an accurate, graphic representation of the location of existing utility structures and

shall contain or be accompanied by a drawing showing the location by cross section of the utility improvement to be installed by grantee. The location of these utilities and the roadway shall be drawn in such a manner that identification in the field is possible. The Director shall approve and issue the permit, approve subject to conditions, or reject the application. If the application is rejected, the Director shall provide the Grantee, in written form, with an explanation of the reasons that the application was rejected. The approval of any such permit shall be processed in a timely manner and shall not be unreasonably withheld. All construction shall be performed in compliance with this Agreement and all applicable Grantor Ordinances and Codes. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, grantees, permittees, and franchisees so as to reduce as far as possible the number of Street cuts.

Permits shall not be required for work performed by Grantee's personnel and contractors and equipment relating to the following, provided that no obstruction, improvement, or construction is located so as to constitute a hazard to motor or pedestrian traffic:

a. Tree trimming and brushing, unless the vegetation in need of trimming or brushing is the subject of a "no trim" agreement between Grantor and the property owner, his or her heirs, successors or assigns, where the vegetation is located; provided, that Grantee shall be entitled to rely upon records maintained by Grantor to determine the existence and locations of any "no trim" agreements.

b. Maintenance repairs where no damage to the road or its appurtenances will occur;

c. Installation of customer service laterals from existing lines where no damage to the road or its appurtenances will occur;

d. Emergency work provided that Grantee shall notify the Director of the nature and scope of said emergency work as soon thereafter as possible but in no event later than forty-eight (48) hours after commencement of said emergency work and shall provide the Director, if requested to do so, with as-built drawings which are consistent with requirements for permit drawings hereunder.

4.2 Right of Inspection of System Construction and Maintenance

Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise Agreement and applicable law. If a condition creating a serious, clear, and immediate danger to the health, welfare, or safety of the public is found to exist, Grantor, in addition to taking any other action permitted under applicable law, may alert Grantee, verbally or in writing, of the unsafe condition and require Grantee to make the necessary repairs and alterations to correct the unsafe condition immediately or within a reasonable time established by Grantor.

4.3 Provision of Service

4.3.1 In General

It is the Grantor's general policy that all potential Subscribers in the Grantee's Franchise Area should have equivalent Service Availability from Grantee's Cable System under non-discriminatory rates and reasonable terms and conditions. Grantee shall not arbitrarily refuse to provide Cable Services to any Person within its Franchise Area. Except as otherwise provided in this Section, Grantee shall provide Cable Service within 7 business days of a request by any Person within its Franchise Area that can be connected by a standard installation. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, or receipt of a written request by the Grantee, or receipt by the Grantee of a verified oral request.

Except as otherwise provided in Section 10.1(e), Grantee shall provide such service:

At non-discriminatory monthly rates for Subscribers; and

Notwithstanding the above, Grantee may establish different and nondiscriminatory rates and charges and classes of services for Commercial Subscribers.

4.3.2 Parameters for Normal Extension of Service

Provided that Grantee's cost for any such normal extension of service shall not exceed, as of the Effective Date, one thousand seven hundred fifty and no/100 Dollars ($1,750) per occupied residential dwelling unit within the planned service extension area, the Grantee shall offer availability of Cable Service to potential subscribers in all areas of the Franchise Area. The extension cost shall be calculated based on the amount of aerial strand footage

and/or underground trench footage from the nearest technically feasible point on the existing Cable Communications System plant. The amount of $1,750 per occupied residential dwelling unit shall be escalated annually based on the increase in CPI for the Seattle, Washington Metropolitan area. Subject to the foregoing, should, through new construction, an area within the Franchise Area meet the above requirements after the Effective Date of this Franchise, Grantee shall use commercially reasonable efforts to provide Cable Service to such area within ninety (90) days of the date that Grantee is notified of a request from a potential Subscriber of an occupied residential dwelling unit and Grantee verifies that the cost requirement is satisfied.

No charge in addition to the standard installation charge shall be made by the Grantee to Subscribers for the extension of the Cable System under this subsection; nor the provision of a cable drop to the premises of any Subscriber requesting service, so long as the drop does not exceed the above noted cost ceiling, and one hundred and twenty-five (125) feet in aerial or underground length.

4.3.3 Line Extension Areas

(a) Definitions. For purposes of this Section 4.3.3, the term "occupied residential dwelling units per mile" means the number of residential dwellings or units, including multi-dwelling units, calculated by including all new distribution plant in the Right-of-Way and new units passed by the Cable Communication System extension that are within three hundred (300) feet of the Right-of-Way. Units that are excluded because of their distance from the Right-of-Way may elect to be connected by paying a Long Drop charge as provided for in Section 4.3.3.c.

(b) Line Extensions. In the event that the requirements set forth in Section 4.3.2 are not satisfied, Grantee shall extend its Cable System to serve a Subscriber or Subscribers if such Subscriber or Subscribers are willing to share the cost of the extension, according to the following formula: The amount by which the actual number of occupied dwelling units on the extension falls short of the total line extension construction cost, after taking into account Grantee's contribution based on a calculation incorporating the maximum amount specified in Section 4.3.2 above is the portion of the construction costs that must be borne by the Subscriber(s), to the extent not funded by the Grantor at the Grantor's discretion.

i. The term "construction costs" means the actual costs of the extension design, walkout, make-ready by other utilities, construction labor costs, and material costs. Construction costs do not include the cost of the drop, up to three hundred (300) feet, to the residence.

ii. By way of example, in the event a line extension to reach a requesting Subscriber requires an extension passing eight (8) occupied dwelling units at a cost of $20,000, Grantee would contribute $14,000 while the cost to the non-Grantee participants would be $6,000; if all eight (8) occupied dwelling units contributed to the cost, they would each be required to contribute $750. If less than all 8 occupied dwelling units elect to contribute, those parties would be required to contribute the entire $6,000. If fewer than all 8 occupied dwelling units elect to participate, a new design may be required that could lower the overall cost and require new cost sharing calculations.

In Diagram #1 below, various examples of the cost sharing process are shown. In example #1, the Grantee is shown to build the network extension at no cost to Subscribers. In examples #2 through #6, other contributors cover or share the additional $6,000, as contemplated herein. These examples show how the number of Subscribers sharing the $6,000 cost will determine the cost per Subscriber.

Additionally, the column labeled as "Non-Subscribers' Contribution", in Diagram #1, is based on potential contributions from sources other than Subscribers. This could include contributions by residents interested in having services delivered on Grantee's System other than Cable Services, builders of new neighborhoods or contributions from other sources.

Example #	Cost of Infrastructure Extension	Number of Occupied Dwelling Units Passed	Grantee's Contribution	Non-Grantee Costs			
				Cost Shared by Others	Number of Subscribers Contributing	Non-Subscribers' Contribution	Cost per Subscriber
1	$20,000	8	$20,000	$0	0	$0	$0
2	$20,000	8	$14,000	$6,000	8	$0	$750
3	$20,000	8	$14,000	$6,000	4	$0	$1,500
4	$20,000	8	$14,000	$6,000	4	$2,000	$1,000
5	$20,000	8	$14,000	$6,000	2	$0	$3,000
6	$20,000	8	$14,000	$6,000	2	$3,000	$1,500

Diagram #1

iii. If a person or persons requesting extension is required to make a contribution in aid of extension, Grantee shall provide a detailed cost quotation to such person.

(c) Long Drop. In cases where a Cable System extension is constructed, but certain units beyond three hundred (300) feet from the Right-of-Way have been excluded from the density calculation, such units shall be considered Long Drops. If a Long Drop unit requests installation of Cable Service, Grantee may charge the actual cost of the connection, based on design, walkout, make-ready by other utilities, construction labor and material costs, for the distance from the Right-of-Way beyond three hundred (300) feet.

(d) Service Availability. To continue the cooperative relationship between Grantee and Grantor in extending service to unserved areas of the County, Grantee agrees to provide outreach to unserved portions of the Franchise Area concerning the potential availability of services.

4.3.4 New Subdivisions

Subject to Sections 4.3.2 and 4.3.3, Grantee shall work with developers of subdivisions in the Franchise Area in order to make its Cable Services available at the time of first occupancy on a commercially feasible basis.

4.3.5 Annexation and Transferred Franchising Jurisdiction

Whenever any of the Streets and other Public Rights-of-Way fall within a city or town limits by reason of subsequent incorporation or annexation, or become annexed or otherwise fall under the jurisdiction of the State of Washington, then all the rights and privileges herein granted shall terminate in respect to said Streets or other Public Rights-of-Way so incorporated or annexed; but this franchise shall continue in force and effect in respect to all Streets and other Public Rights-of-Way not so incorporated or annexed. In the event that cable franchising jurisdiction is transferred to Grantor from another jurisdiction, then the terms of this Franchise shall apply within the area.

4.4 Erection of Poles

Grantee shall use existing poles unless such use is demonstrated not feasible. Where so required by the existing pole owner, Grantee shall first negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction, under mutually acceptable terms and conditions, and shall comply with all applicable ordinances, resolutions, rules, and regulations of the Grantor. If not successful, or in the absence of existing poles sufficient for Grantee's purposes Grantee may pursue installation of its own poles. Grantee shall not erect, for any reason, any pole on or along any street or public way in an existing aerial utility system unless approved by the Grantor.

4.5 Repair & Restoration of Streets, and Public Ways

The Grantee shall leave all roads in as good and safe condition in all respects as they were before the commencement of such work by the Grantee, its officers, agents, contractors, or employees, or when such condition has met with the approval of the Director.

In case of any damage to said Streets and other Public Rights-of-Way or their appurtenances, including, but not limited to, turnouts, gutters, ditches, wood or concrete walks, drainpipes, hand or embankment rails, bridges, trestles, wharfs or landings or to the property of third parties, resulting from

any work performed or failed to be performed by the Grantee, the Grantee agrees to immediately repair said damage at its own cost and expense to the satisfaction of the Director. Grantor may at any time, do, order and have done, any and all work considered necessary to restore to a good and safe condition any such Streets and other Public Rights-of-Way or appurtenances left by the Grantee, its officers, agents, contractors, or employees in a condition different from that which existed prior to the work; and the Grantee, on demand, shall pay to Grantor all costs of such construction or repair and of doing such work; provided, that Grantor shall have first made written demand upon the Grantee to perform the work necessary to return the Streets and other Public Rights-of-Way or appurtenances to the condition which they existed prior to the work by the Grantee, and the Grantee shall have failed, for a period of forty-eight (48) hours after receipt of such written demand, to commence the work necessary to return the Streets and other Public Rights-of-Way or appurtenances to its pre-existing condition. Provided further, that in the event it is reasonably determined by Grantor that an emergency exists, which requires immediate restoration, then the Grantor may perform such work, and the Grantee shall pay all reasonable costs thereof.

4.6 Compliance with Laws, Standards and Construction Codes

The Grantee shall construct, extend, connect, repair, maintain, operate, and remove its facilities at its own risk. The Director shall inspect said construction, extension, repair, maintenance, or removal to determine whether the construction, extension, repair, maintenance, or removal materially or adversely impacts Grantor's Street and other Public Rights-of-Way. Approval by the Director of the construction, extension, repair, maintenance, or removal shall not be construed as an approval of the nature, extent, quality, or workmanship of the Grantee's work and shall be construed to mean nothing other than that the Grantee's work does not materially adversely impact the physical characteristics of Grantor's Street and other Public Rights-of-Way. The location of all the Grantee's facilities, their depth below or height above the surface of the ground or grade of any Street and other Public Rights-of-Way, and their lateral location in relation to the Street and other Public Rights-of-Way centerline shall be in compliance with all applicable County, state and federal codes, regulations and standards. The Grantee shall, at all times ensure that its construction, extension, connection, repair, maintenance, operation and removal of its facilities does not diminish the safety of the public using, or in proximity to Grantor's Streets and other Public Rights-of-Way.

The Grantee shall also strictly adhere to all applicable building, zoning or other laws and codes currently or hereafter in force in Grantor's jurisdiction. The Grantee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to

cause no unreasonable interference, as determined by the Grantor, with the use of said public or private property by any person. In the event of such interference, Grantor may require the rearrangement, or removal if rearrangement would not resolve such interference of Grantee's lines, of cables and appurtenances from the property in question following ninety (90) days notification to the Grantee.

4.7 Reservation of Street Rights

Nothing in this Franchise Agreement shall be construed to prevent any public work of the Grantor, including without limitation constructing sewers, grading, paving, repairing and/or altering any street, alley, or public highway, blasting, excavating, embanking, or laying down, repairing, or removing water mains or maintaining, repairing, constructing, or establishing any other public property. If any property of the Grantee shall interfere with the construction or repair of any street or public improvement, whether it be construction, repair or removal of a sewer or water main, the improvement of a street or any other public improvement, then on no less than one hundred and twenty (120) days' prior written notice from Grantor in the event of a planned project, or ten (10) days' prior written notice from Grantor in the event of unplanned work all such property including poles, wires, conduits or other appliances and facilities shall be removed, replaced or relocated in a timely manner as shall be directed by the Grantor, so that the same shall not interfere with the said public work of the Grantor, and such removal, replacement or relocation shall be at the expense of the Grantee. Grantor shall in no way be held liable for any damages to Grantee that may occur by reason of the Grantor's improvements or by the exercise of any rights so reserved in this Section or grant, except as a result of willful misconduct, negligence or fault on the part of Grantor. Said notice shall indicate the date by which the Grantee is required to raise, lower, or move its facilities which date shall be no earlier than ten days after delivery of the notice.

In the event of failure, neglect, or refusal of the Grantee, to relocate its facilities or to repair, restore, or reconstruct such street, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee.

4.8 Street Vacation and Abandonment

In the event any street, alley, public highway, or portion thereof used by the Grantee shall be vacated by the Grantor, or the use thereof discontinued by the Grantee, during the term of this franchise, the Grantee shall forthwith remove its facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. At the time of removal thereof the Grantee shall

restore, repair, or reconstruct the street area where such removal has occurred, and place the street area where such removal has occurred in such condition as may be reasonably required by Grantor. In the event of failure, neglect, or refusal of the Grantee, to remove its facilities or to repair, restore, or reconstruct such street damage, following five (5) business days notification to the Grantee to cure, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee.

4.9 Movement of Facilities

In the event it is necessary temporarily to move or remove any of the Grantee's wires, cables, poles or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets, alleys or highways of the Grantor, Grantee, upon reasonable notice, shall move at the expense, paid in advance, of the person requesting the temporary removal such of its facilities as may be required to facilitate such movements; provided that, if the Grantor is the party requesting the removal, for movement of buildings or structures or other public purposes of the Grantor, then the removal shall be done at the expense of the Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may affect such removal or relocation, and the expense thereof shall be paid by Grantee.

If public funds, other than the funds of the Grantor, including pass through funds, are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the relocation of facilities as provided under Sections 4.7, 4.8 and 4.9, hereof, Grantee shall be afforded equal treatment subject to applicable law and regulations and Grantor shall, upon written request of the Grantee, use commercially reasonable efforts to support Grantee's application for such funds; provided, however, that (1) Grantor may decline if such application would compete with Grantor or a component unit thereof for such monies, and (2) such efforts will be at Grantee's sole cost and expense, including Grantor's staff time.

4.10 Undergrounding

a. Cable must be installed underground where:

   i. all existing utilities are placed underground,

   ii. required by statute or an ordinance, or other regulation lawfully imposed by Grantor on a non-discriminatory basis on all similar entities with facilities in the same Street and other Public Rights-of-Way.

iii. all aerial utility lines are moved underground (Grantee shall bear the cost of such movement of its facilities unless specific exemption is given by Grantor in any individual case or unless preemptive state or federal law or regulation provides otherwise),

iv. Grantee is unable to get or maintain proper clearances on poles,

v. underground easements are obtained from developers of new residential areas and all utilities will initially be placed underground, or

vi. utilities are aerial, but residents prefer underground (undergrounding is to be paid by the residents, which shall be provided by the Grantee to the residents at cost); provided, however, that such undergrounding obligation shall be conditioned on Grantee's ability to timely procure all necessary permits and authorizations.

b. Grantee shall use conduit or its functional equivalent on 100% of undergrounding, except for drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

4.11 As Builts

Grantee shall maintain strand map drawings or the functional equivalent of the Cable System and make them available to the Grantor for inspection upon request. Said drawings or their functional equivalent shall be updated as changes occur in the Cable System. The Grantee shall provide the Grantor upon the Effective Date, and thereafter upon request, a copy of as-builts or GIS map layers showing the location and nature of Grantee's facilities in the streets and public ways throughout the entirety of the Franchise Area.

4.12 Emergency

In thc event of an emergency, or when the cable equipment creates or is contributing to an imminent danger to health, safety or property, the Grantor may remove or relocate Grantee's cable system without prior notice. Subject to the limits of the Washington Torts Claims Act and the Washington Constitution, Grantor will defend, indemnify, and hold Grantee harmless for any negligent actions or gross negligence by Grantor's employees or agents pursuant to this Section 4.12.

4.13 Updated Right-of-Way Requirements

Grantor reserves for itself the right at any time upon forty-eight (48) hours' notice to the Grantee to change, amend, modify, or amplify any of the Right-of-Way provisions or conditions herein enumerated to conform to any local, state, or federal law or regulation or recognized engineering practice relating to the public welfare, health, safety, or highway design as may hereinafter be adopted or recognized. Such changes, however, shall not apply to existing facilities in Street and other Public Rights-of-Way but rather, to changes, modifications, or new installations. However, all facilities in the Right-of-Way must conform to codes in place when such facilities were installed or last modified.

4.14 Monument Reference

Before any work is performed under this franchise, the Grantee shall reference all subdivision plates, highways, and all other surveys that are affected by such work. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director before placement. The replacement of all such monuments or markers disturbed during the Grantee's operation shall be made as expeditiously as conditions permit and as directed by the Director. The cost of monuments or other markers lost, destroyed, or disturbed and the expense of replacement of approved monuments shall be borne by the Grantee. Said reference of monuments shall be performed by a surveyor licensed by the State of Washington or such other person authorized by state law to prepare and file a survey.

Section 5. System Design and Performance requirements, is created to read as follows:

5.1 Equal and Uniform Service

In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise Agreement. Reasonable efforts shall be made to provide equal and uniform access and Cable Service rates to Subscribers within the Franchise Area unless otherwise permitted by State or federal law. Exceptions to this requirement may be made for any promotional offers that are not made available either on a uniform basis or throughout the entire Franchise Area such as those designed for select qualifying groups (for example, new Subscribers or senior discounts) and qualifying portions of the Franchise Area (for example, households in new subdivisions).

5.2 System Configuration

a. Grantee has designed, constructed, and shall maintain a Cable System that has been built for digital television standards. As of the Effective Date, Grantee's **Cable System utilizes a HFC 750 MHz two-way activated** System for all programming services throughout all parts of the system. The Cable System shall be capable of at a minimum supporting video and audio, including HD (at least 720p) and SD video (less than 720p), throughout the term of this Agreement. The Cable System shall be two-way activated and able to reliably support two-way Interactive Services such as Video On Demand (VOD). Grantee's Cable System shall provide consistent, high-quality reception to Subscribers in the System in accordance with the FCC technical standards and other technical standards contained in this Agreement. Consistent with Section 4.1, Grantee agrees to maintain and improve upon its existing System, consistent with Grantee's other cable systems in western Washington, in order for the System to provide the highest level of capacity and capability to its Subscribers.

b. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards, as amended. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC and shall comply with all applicable codes and versions of codes including the National Electrical Safety Code, the National Electrical Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Washington and the generally applicable laws, ordinances and construction standards of Grantor.

5.3 Return Capacity

The System shall, throughout the Franchise term, carry reverse signals in the upstream direction as required to operate Grantee-offered Interactive Services such as VOD, channel guide functionality, DVR operation, etc. As of the Effective Date, the reverse spectrum of the System has the capability of permitting return signals within the total 5-42 MHz bandwidth, from any Subscriber tap to the head end facility serving that Subscriber. Customers ordering tiers of Cable Service that require other than the minimum reverse bandwidth shall be provided with access to those upstream signals required by such service.

5.4 Satellite Earth Stations

Grantee shall provide a sufficient number of earth stations to receive signals from enough operational communications satellites, or equivalent transport such as fiber optic systems, that carry cable television services

accessible to the Grantee throughout the life of the Franchise to enable Grantee to carry out its obligations under this Franchise.

5.5 Interconnection

a. Grantee shall, upon Grantor's request and as needed to distribute EG programming, interconnect the Cable System with all other, contiguous cable systems in Clallam County, specifically including but not limited to Grantee's systems in the Cities of Sequim and Port Angeles and others that may hereafter be located there, in Forks and in unincorporated Clallam County. The Grantor shall not direct interconnection in these cases except under circumstances where it can be accomplished without undue burden or excessive cost to the Subscribers. Grantee shall not be required to interconnect with an unaffiliated cable system unless the cable operator of that system is willing to do so and pay for its own costs of constructing and maintaining the interconnect to the demarcation point, which shall be at a meet point located at or near the border of the aforementioned jurisdictions, except as may otherwise be agreed by the parties. Grantee shall use reasonable efforts to agree with the other cable operator upon mutually convenient, cost effective and technically viable interconnections of the EG Access Channel signals. Grantee agrees to not object to or impede any connection established by a Grantor designated access provider, whether on the property of the Grantor, a designated access provider, or another cable operator, by means of which another cable operator obtains access to the EG Access Channels, and not to object or impede the transmission of such signals by any other cable operator. The Grantee shall not charge the other party a fee for EG programming in connection with transporting EG signals or programming on Grantee's Cable System to the meet point or other location agreed upon between Grantee and the other cable operator if Grantee is not required to pay a fee to obtain or transport such programming.

System interconnections shall provide the capability to transmit Access Programming, in a capacity, format and quality to ensure no degradation across the Interconnect, in each direction, together with data, telemetry, audio, and other non-video signals. The Interconnection shall be capable of receiving and delivering, among other things: selected Access Programming produced by Grantor and other, contiguous cable systems in Clallam County; and Access Programming carried on those cable systems.

b. Grantee shall ensure that all interconnections on its own property are securely housed and maintained and shall establish and continue in effect a routing system satisfactory to the Grantor that meets FCC technical requirements for carriage of signals for EG access signals.

With respect to installing the capacity required under this Section, the Grantor understands that interconnection may require cooperation from other cable system operators as to engineering, design, and technical operation issues. In addition, Grantee's interconnection obligation, with respect to equipment and construction, shall be limited to providing only such equipment needed, and performing such construction work required, within Grantee's Franchise Area in order to enable the required interconnections to occur. In order to actually establish the interconnections, it may be necessary for the operators of cable systems interconnecting with the Grantee's system to provide equipment needed, and perform construction work required, within their respective Franchise Areas; and the provision of such equipment and performance of such construction work shall be the obligation of Grantee only within its own Franchise Area. Therefore, Grantor shall make every reasonable effort to assist Grantee in achieving the cooperation of interconnecting cable system operators necessary to establish the interconnections, and Grantee's interconnection obligations hereunder shall be subject to such cooperation being obtained.

All interconnections shall be accomplished in a manner that permits the transmission of signals meeting the technical standards of this Franchise on all interconnected Channels.

c. Grantor shall be responsible for all direct costs incurred by Grantee in connection with the obligation to provide for EG Access Channel interconnection, including, but not limited to, design, permitting, construction, maintenance, and equipment and materials acquisition. After providing a detailed bill of materials and not-to-exceed cost estimate, approved by Grantor, Grantee may require pre-payment of certain of such costs, including for equipment, materials, design, and construction. Grantor's costs may be directly paid or paid out of the EG capital contribution passed through to Subscribers, to the extent lawful and in a manner provided for in federal regulations governing the same. In the event Grantee chooses to bear any or all of the cost of interconnection, it shall be in addition to any EG capital contribution made by Grantee pursuant to Section 6.6.2 hereof and shall not be deducted from the amount of such contribution.

d. Notwithstanding the foregoing, interconnection may be waived by the Grantor if not technically feasible. Grantee may, after consultation with Grantor, terminate an interconnection for any period where an interconnecting system is delivering signals in a manner that endangers the technical operation of Grantee's Cable System.

e. Grantor may in the future identify institutional network (I-Net) capacity or services determined through an ascertainment of community needs and interests. After identification, Grantor and Grantee would determine I-Net infrastructure and/or services and may mutually agree to enter into a separate I-Net agreement that would meet the needs determined.

5.6 Emergency Alert Capability

In accordance with the provisions of FCC Regulations Part 11, Emergency Alert System (EAS), and as such provisions may from time to time be amended, the Grantee shall maintain and operate an Emergency Alert System (EAS) for use in transmitting Emergency Act Notification (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the local primary, state primary, and/or the state Emergency Operations Center, as those authorities are identified and defined within FCC Reg. Section 11.51 and other applicable state and local laws.

5.7 Standby Power

Grantee shall provide continuous standby power generating capacity at the Cable System control center or headend, capable of powering all headend equipment for at least twenty-four (24) hours and indefinitely with a continuous or replenished fuel supply. Grantee shall maintain standby power system rated at least at three (3) hours duration at each node. In addition, Grantee shall have in place a plan for dealing with outages of more than three (3) hours and will make same available for Grantor's review upon request.

5.8 Status Monitoring

Grantee shall employ status Monitoring of the System which will continually monitor the System for signal quality on the forward and return spectrums of the System. In addition, the Grantee shall employ status Monitoring for all power in its headend(s) and hub(s).

Status Monitoring shall be capable of notifying the Grantee 24/7 of system problems.

5.9 Parental Control Lock

Grantee shall provide Subscribers (by sale or lease or otherwise), upon request, with a manual or electronic parental control locking device or digital code that permits inhibiting the viewing of any Channel.

5.10 Technical Standards

The Grantee shall install all aerial and underground cables and wires in a manner consistent with Grantor requirements and in compliance with all applicable laws, ordinances, and safety requirements including but not limited to the Federal Communications Commission, Federal Aviation Administration, National Electrical Code (NEC), National Electrical Safety Code (NESC), and Society of Cable Telecommunications Engineers Standards of Good Engineering Practices. The Cable System shall meet or exceed all applicable technical and performance standards and the Federal Communications Commission or its successor agency, and any and all other applicable technical and performance standards.

5.11 Performance Testing

a. **Quadrature Amplitude Modulation, (QAM)** - As of the Effective Date of this Franchise, Grantee is providing Cable Services in a QAM format and will potentially migrate to an all IPTV format over time. The following sections (5.11.a – d) will be in place until QAM is no longer utilized on the system.

   i. Grantee shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with 47 C.F.R. §76.640 and other applicable FCC standards as amended. Pursuant to this Section 5.11, Grantee shall conduct and document complete performance tests of its Cable System, to show the level of compliance with applicable FCC standards, upon request by the Grantor as needed to resolve consumer complaints or issues, or issues raised by County Commissioners or staff. The performance tests shall be directed at determining the extent to which the Cable System complies with applicable FCC technical standards regarding the transmission and reception capabilities of digital Cable Systems.

   ii. All testing required in this Section 5.11 may be observed by representatives of the Grantor. Grantee shall provide reasonable notice to the Grantor in advance of the scheduled testing date(s), and the Grantor shall then notify Grantee before such testing is scheduled to occur if it desires to observe such test(s).

   iii. Copies of system performance tests shall be maintained by the Grantee for a period of two (2) years and made available to the Grantor upon request within ten (10) days. In addition, the Grantee shall retain written reports of the results of any tests required to demonstrate compliance with FCC standards, and such reports shall

be submitted to the Grantor upon the Grantor's request.

iv. If any test required hereunder indicates that any part or component of the System fails to meet applicable requirements, the Grantee, without requirement of additional notice or request from the Grantor, shall take corrective action, retest the locations, and advise the Grantor of the action taken and results achieved.

b. **Internet Protocol TV (IPTV) Testing**. Upon implementation of an IPTV system that serves Subscribers without the use of the QAM system in place as of the Effective Date of the Franchise, Grantee shall implement a quality assurance monitoring process which measures dropped streams, viewer counts, error rates and other parameters as are measured on the cable modem system. Grantee shall provide Grantor with necessary facility access for review of monitoring results and picture quality, provided such access shall be limited to once per calendar year. Notwithstanding the foregoing, if Subscribers place complaints to the Grantor regarding picture quality and availability on Grantee's IPTV system, Grantor shall be granted additional ability to view the monitoring system to measure performance of these Subscribers' Cable Service.

Section 6. Section 060, Sewer maintenance regulations, is created to read as follows:

6.1 Programming Categories

Grantee shall use commercially reasonable efforts to continue to provide broad categories of video programming in at least the number and of the type offered as of the Effective Date of this franchise. To the extent demonstrated by community needs, Grantor may require Grantee to add another broad category of programming not otherwise carried by Grantee, in order to meet the demonstrated need, and provided that such programming can be added on commercially reasonable rates, terms and conditions.

6.2 Changes in Video Programming Services

In the event any applicable law or regulation materially alters the terms and conditions under which Grantee carries programming within the broad programming categories referred to in Section 6.1, then the Grantee shall be obligated to carry such programming only upon reasonable terms and conditions.

Grantee shall provide written notice to Grantor and to Subscribers for any proposed deletions, additions, or rearrangements of individual programming service at least thirty (30) days in advance. Grantor reserves

the right to regulate to the fullest extent permitted by law to ensure maintenance of the mix, level, and quality of service.

6.3 Interactive Cable Services

Grantee shall continue to make Interactive Cable Services available to Subscribers in the System consistent with its other similarly situated cable systems in the Pacific Northwest.

6.4 Leased Channel Service

The Grantee shall offer leased channel service to the extent required by 47 U.S.C. Section 532 (Section 612 of the Cable Act), or regulations adopted thereunder.

6.5 Obscenity

Grantee shall not transmit over the Cable System programming which is obscene or otherwise unprotected by the Constitution of the United States, or the State of Washington, provided, however, Grantee shall in no way be responsible for programming over which it has no editorial control, including public, educational, and governmental access programming.

6.6 Educational and Government Use of System

6.6.1 Education and Government Access Channels

a. Designated EG Access Providers.

i. The Grantor may designate Educational and Government "EG" Access Channel operators and Programming providers (hereafter "Designated Access Provider"), including itself for Government Access purposes, to control and manage the use of any or all Access Facilities provided by the Grantee under this Franchise, including, without limitation, the operation of Interconnected Access Channels. To the extent of such designation by the Grantor, as between the Designated Access Provider and the Grantee, the Designated Access Provider shall have sole and exclusive responsibility for operating and managing such Access Facilities.

ii. Grantee shall cooperate with EG Designated Access Providers in the use of the Cable System and Access Facilities for the provision of EG Access. Grantee shall work with EG Designated Access Providers as may be necessary to facilitate and coordinate the provision of EG Access.

iii. Except as provided in this Franchise, the Grantor shall allocate Access Resources to Designated Access Providers only. Grantee shall cooperate with the Grantor in such allocations, in such manner as the Grantor shall direct.

iv. For the purpose of Section 6.6:

1. "Access Facilities" means the Channel capacity (and portions thereof), services, facilities, equipment, and/or technical components used or useable by EG Access; and

2. "Access Resources" means all operating support and other financial means by which EG Access is exercised, including, but not limited to, Access Cost support under Section 6.6.3.

v. The requirements of this Section 6.6 shall be subject to the Franchise Review provided for in Section 3.5.

b. Channel Capacity.

Downstream Channels. Upon no less than one hundred eighty (180) days' written notice by Grantor to Grantee, Grantee shall make available a minimum of one (1) Downstream Video Channel, as determined by the Grantor, for distribution of EG Access programming to all Subscribers. Grantee shall simultaneously carry such Access Channel in both a high definition (HD) format and a standard digital (SD) format, unless and until Grantee ceases to carry Channels on the System in SD, at which time the Access Channel may be provided in only an HD format, for a total of two (2) activated EG Access Channels, one (1) SD Access Channel and one (1) HD Access Channel. Grantor acknowledges that receipt of HD format Access Channel may require Subscribers to pay additional HD charges applicable to receiving other comparable HD programming services.

c. Access Programming Information in Programming Guides.

i Grantee will provide to the EG Access Channel operator its third-party guide provider contact information so as to permit EG Access Channels and programming information to be included in any program guides, navigation systems and search functions accessible through Grantee's Set Top Units and remote controls, or their successor technologies, and allow program information to be included for EG Access

Channels provided to Subscribers, including, but not limited to on-screen, and on-line program guides which include channel and program listings of any Local Broadcast Channels. Grantee shall facilitate the connection of the EG Access Channel operators to its third-party guide provider to implement the requirements of this Section.

ii. Inclusion of EG Access Channels on the programming menu, and subsequent provision of program information by the entity(s) responsible for providing the information, shall afford the ability to record EG programming via the Digital Video Recording (DVR) system in place and all auto-tuning abilities as provided for other Channels on the System.

iii. The Designated Access Providers shall provide to the Grantee's third-party guide provider, the EG Access Channel programming information in an appropriate format and within the appropriate timeframe for insertion into the programming guides.

d. No Editorial Control. The Grantor acknowledges that pursuant to Section 611 of the Cable Act that Grantee has no editorial control over the EG Access Channels except as provided in the Cable Act.

6.6.2 Access Direct Connections and Interconnections

a. Upon no less than one hundred eighty (180) days' prior written notice to Grantee, Grantee shall commence work to install up to two direct fiber optic connections from the mutually agreed upon EG Access Channel origination points to Grantee's pertinent hub(s) or and/or headend, for delivery of the EG Access Channels described in Section 6.6.1.b. to Subscribers (the "EG Connections"). The EG Connections shall include all necessary encoding and transmission equipment to deliver the Access signals without material degradation. The County shall be responsible for all costs associated with such direct connections, including but not limited to transport, encoding and transmission equipment, materials, design, permitting, construction, implementation, testing, and maintenance thereof. Grantee shall be responsible for all equipment needed to place such EG Access Channels on the Cable System at its pertinent hub(s) and/or headend.

b. Such costs may be paid directly by Grantor or paid out of Access Contribution. In the event Grantee chooses to bear any or all of

the cost of direct connection, it shall be in addition to any Access Contribution made by Grantee pursuant to Section 6.6.3 hereof and shall not be deducted from the amount of such contribution.

c. The Grantee shall install and maintain all access interconnection of EG Access Channels in accordance with the requirements of Section 5.5. In addition to the interconnection requirement in Section 5.5, Grantee shall make a reasonable effort to install and maintain all access interconnections needed for future Access Channels required under this Franchise.

6.6.3 Support for Access Costs

Upon no less than one hundred eighty (180) days' prior written notice to Grantee, Grantee shall provide 1% of its Cable Services Gross Revenues, for Educational and Governmental Access costs, capital facilities and equipment (the "Access Contribution"). The Access Contribution shall then continue throughout the term of this Agreement. If the Grantee elects to include the Access Contribution on the bills of Subscribers, the Grantee shall provide notice to the Grantee's Subscribers of such inclusion at least thirty (30) days prior to including the contribution on any bills. The Grantee shall coordinate with the Grantor on the content of the notice. The Grantee shall make such payments quarterly, following the Effective Date of this agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter.

If Grantor enters into a franchise agreement or amends an existing franchise agreement with another cable operator after the Effective Date of this Franchise to provide Cable Service in all or a portion of the Grantee's Franchise Area that includes EG financial support calculated based on a percentage of Gross Revenues that is less than 1% of Cable Services Gross Revenues, or requires no such EG financial support, then Grantee shall be entitled to reduce or eliminate the Access Contribution to match that of the other cable operator or operators.

6.6.4 Access Support

a. The Grantor recognizes that the financial support for the Access Contribution set forth in this Section 6.6 is to be used for costs consistent with Federal law and FCC Rules and Regulations. As of the Effective Date, applicable law exempts from the term "franchise fee" capital contributions (e.g., the Access

Contribution) to the extent associated with the use of PEG channel capacity. In the event of a change in applicable law, Section 13.12 shall govern.

b. The Grantor recognizes that the Grantee has the right and ability to include Franchise Fees and certain other commitments on the bills of Subscribers.

c. The Access Contribution may be accrued over the period of time necessary to provide funding for the purposes described herein. In the event that such funding is no longer being accrued, remaining funds shall be utilized for the purposes described herein within one year of the termination of this Franchise or any renewal thereof.

6.6.5 Cable Service to Public Facilities

The connections and service level Grantee shall provide to public facilities are identified in Exhibit D.

6.6.6 Change in Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly substantially affects the signal quality or transmission of Access Programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition or replacement of all necessary equipment at Grantee's headend, to ensure that the quality of the EG Access Channel signals distributed on the System are not diminished or adversely affected by such change. Changes in technology shall not require Subscribers to obtain equipment not otherwise needed for receiving any other Channels on the System. Designated Access Providers shall be responsible for acquisition of necessary equipment on their side of the demarcation point at their respective facilities.

6.6.7 Technical Quality

a. Grantee shall maintain and deliver to all Subscribers all Access Channels and Interconnections of Access Channels at the same level of technical quality and reliability provided for Local Broadcast Channels, and as required by this Franchise and all other applicable laws, rules, and regulations for Access Channels.

b. Grantee shall have no responsibility for the technical production quality of the Access programming provided by the Access Channel providers to the point of demarcation with the Grantee's Access signal transport equipment.

c. The Grantee shall not cause any programming other than emergency alert signals to override Access Programming on any Access Channel, except by specific written permission from the Access Provider.

Section 7. Franchise Regulation and Customer Service Standards, is created to read as follows:

7.1 Intent

It is the intent of the Grantor to administer and enforce the provisions of this Franchise. To the extent permitted by applicable law, Grantor may delegate all or a part of its administrative and regulatory authority under this franchise to an entity designated by the Grantor.

7.2 Areas of Regulation and Administration

The Grantor (or its designee) has authority for regulation in the following areas:

a. Administering and enforcing the provisions of this Franchise Agreement, including the adoption of administrative rules and regulations to carry out this responsibility;

b. Coordination of the operation of government and educational access channels;

c. Interfacing the Grantee's technical, programming, and operational assistance and support to public agency users, such as County departments, schools, and health care institutions;

d. Formulating and recommending long-range cable communications policy for the franchise area;

e. Disbursing and utilizing franchise revenues paid to the Grantor.

f. Regulating rates, to the extent permitted by law;

g. Enforcing consumer protection standards, to the extent permitted by law including, but not limited to applicable FCC regulations;

h. Planning and facilitating development of public uses of the cable system both within the County and through interconnection with adjacent systems.

7.3 Rate Regulation

a. Rate Regulation Right Reserved. Grantor reserves the right to regulate Grantee's rates and charges for Cable Service to the full extent authorized by applicable federal, state, and local law, as these may change during the period of the franchise; and to establish rate regulation policies and guidelines for carrying out its authority.

b. Notice of Change in Rates and Charges. Throughout the term of this Franchise, Grantee shall give all Subscribers within the Franchise Area at least thirty (30) days' notice of proposed rate changes for Cable Service. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns or for the purpose of attracting Subscribers or users.

c. Rate Discrimination Prohibited. Grantee shall apply non-discriminatory rates and charges for Cable Service to all Subscribers purchasing similar services, regardless of race, color, creed, sex, marital or economic status, age, national origin, sexual preference, or neighborhood of residence, except as otherwise provided herein; provided that nothing in this franchise shall prevent the Grantee from establishing discounted rates and charges for low-income or elderly Subscribers, or from temporarily reducing or waiving rates and charges in connection with promotional campaigns or providing other discounts or accommodations as may be required by applicable law from time to time.

d. The provisions of this Section 7.3 shall be subject to the provisions of 47 U.S.C. Section 543 (Section 623 of the Cable Communications Policy Act of 1984), as amended from time to time.

7.4 Remedies for Franchise Violations

a. In addition to any other remedies as specified in this Franchise, the Grantor has the right to and may impose penalties not to exceed $1,000, per day, per incident, not to exceed a total of $50,000 per incident, in the event Grantee violates any time-sensitive or emergency-oriented provision of this Franchise Agreement. In addition to any other remedies as specified in this Franchise and in the event that Grantor determines that Grantee has violated any other material provision of this Agreement, subject to Section 7.4(c) below Grantor may impose as liquidated damages, and not as a penalty, up to five hundred dollars ($500) per incident for non-continuing violations and up to one thousand dollars

$1,000 per incident for continuing violations, not to exceed a total of fifty thousand dollars $50,000 per year. For purposes of this Section, the term "per incident" means a single occurrence of a violation without regard to number of Subscribers.

b. If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.

The date of the violation will be the date of the event and not the date Grantee receives notice of the violation except in cases where Grantee did not know and could not reasonably have been expected to know that a violation occurred, in which case penalties shall accrue from the date Grantee knew or should have known of the violation. Without limiting the foregoing, Grantee is presumed to know whether it violated a customer service standard that is measured based upon aggregate performance including, but not limited to, call answer times, installation times service and repair response times.

Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:

i. Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and request a hearing in accordance with subsection (e) below, or;

ii. Cure the violation, or;

iii. Notify Grantor that Grantee cannot cure the violation within the thirty (30) days and notify the Grantor in writing of what steps the Grantee shall take to cure the violation including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (c) below.

c. In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor may within thirty (30) days of Grantor's receipt of such notice, set a hearing, as described in subsection (f) in this Section below. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are found in Grantor's sole discretion to be reasonable, the same may be approved by the Grantor, who may waive all or part of the penalties for such extended cure period in accordance with the criteria

set forth in subsection (g) of this Section. Following the hearing, Grantor may also in its sole discretion, modify Grantee's proposed extended cure period.

d. In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (c), the Grantor may set a hearing to determine what penalties, if any, shall be applied.

e. In the event that the Grantee contests the Grantor's assertion that a violation has occurred and requests a hearing in accordance with subsection (b)(i) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what penalties shall be applied.

f. In the case of any hearing pursuant to this Section, all hearings shall be had in front of a quorum of the Clallam County Board of County Commissioners (BOCC). Any procedural rules, or requirements for these hearings shall be set at the sole discretion of the BOCC but shall be clearly communicated to the Grantee. Grantor shall notify Grantee of the hearing in writing and in the case of a hearing under (b)(1) above, the Grantor shall provide Grantee no less than twenty (20) days prior written notice of the hearing. At any hearing under this Section, the Grantee shall be provided an opportunity to be heard and to present evidence, and testimony in its defense. The Grantor may also hear any other Person interested in the subject and may provide additional hearing procedures as Grantor deems appropriate. It shall not be a violation of the time requirements within this Section if a quorum of the BOCC cannot be had on the date and time that a hearing is scheduled. In such an instance, the hearing will be re-scheduled to the soonest date that a quorum is possible.

g. The penalties set forth in this Section of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent, and gravity of the violation as reflected by one or more of the following factors:

i. Whether the violation was unintentional;

ii. The nature of any harm which resulted;

iii. Whether there is a history of overall compliance, and/or;

iv. Whether the violation was voluntarily disclosed, admitted, or cured.

h. If, after the hearing, Grantor determines that a violation exists, Grantor may utilize one or more of the following remedies:

i. Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;

ii. Establish the amount of penalties, taking into consideration the criteria provided for in subsection (g) of this Section as appropriate in Grantor's discretion;

iii. Revoke this Agreement, and/or;

iv. Pursue any other legal or equitable remedy available under this Agreement or any applicable law.

i. The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor and shall be in writing. Grantee may appeal the decision of Grantor to a court of competent jurisdiction as provided by Washington law.

7.5 Public Disclosure

Subject to the Washington Public Records Act, RCW 42.56, whenever, pursuant to this Franchise Agreement, Grantee shall make available for inspection by the Grantor or submit to the Grantor reports containing information considered proprietary by the Grantee, the Grantor shall not disclose or release such reports or information to the public without Grantee's prior written consent provided Grantee has clearly identified such information by watermarking or identifying such information on the face of the document with a notice stating "PROPRIETARY INFORMATION, NOT FOR DISCLOSURE" or something substantially similar at the time of submission. Certain proprietary information is exempted from public disclosure by RCW 42.56.270. The parties understand and agree that the Grantor is statutorily required to disclose non-exempt public records upon request, and compliance with Washington state public records law shall not be considered a breach of this agreement.

7.6 Remedies Not Exclusive

The Grantor has the right to apply any one or any combination of the remedies provided for in this Franchise, including without limitation all remedies provided for in this Section 7, and may without limitation pursue any rights, remedies, or actions that it may have in law or equity regardless of whether they are specifically mentioned in this Franchise.

7.7 Consumer Protection Standards

The following customer service and consumer protection standards shall apply. Nothing in this Section shall limit the rights of the Grantor to establish additional or different standards in accordance with federal law and regulations.

7.7.1 Customer Service and Telephone Responsiveness

a. The Grantee shall maintain an office or customer service location within Clallam County that is capable of accepting payments and changing out Subscriber equipment. The office/customer service location must be adequately staffed for Subscribers to make payments and drop off equipment not less than forty-nine (49) hours per week with a minimum of nine (9) hours per day Monday through Friday, four (4) hours on Saturdays, and until at least 6:00 PM at least one night per week.

b. As used herein, "adequately staffed" means toll-free telephone lines are open and customer service representatives are available to respond in at least the following ways: to accept payments; to exchange or accept returned converters or other company equipment; to respond to inquiries; and to schedule and conduct service or repair calls.

c. Toll-free telephone lines, either staffed or with answering capability, providing at least emergency referral information, must be operational twenty-four (24) hours a day, including weekends and holidays.

d. The Grantee shall maintain, on average as verifiable by statistical data:

i. Sufficient customer service staff and telephone line capacity to handle normal call volume with a minimum of delay to Subscribers. Under normal operating conditions, the Subscribers will receive a busy signal less than 3% of the time.

ii. Under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds. Grantee may use an Automated Response Unit ("ARU") or Voice Response Unit ("VRU") in answering and distributing calls from Subscribers and the wait time not to exceed thirty seconds

will commence once the ARU or VRU forwards the call to a queue for a live representative. Notwithstanding the foregoing, use by Grantee of fully automated troubleshooting via telephone call shall not violate the telephone response times set forth in this Section. If a call needs to be transferred, the transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than 90% percent of the time under normal operating conditions, measured on a quarterly basis.

7.7.2 Service and Repair Calls

a. Under normal operating conditions, at least 95% of the time measured on a quarterly basis, requests from Subscribers for repair and maintenance service must be responded to, and repairs must commence within twenty-four (24) hours or prior to the end of the next business day, whichever is earlier. Repair and maintenance for service interruptions or other repairs not requiring on-premises work must be completed within twenty-four (24) hours under normal circumstances. All other repairs should be completed within seventy-two (72) hours under normal circumstances.

b. Under normal operating conditions, at least 95% of the time measured on a quarterly basis, as a normal operating procedure, upon Subscriber request the Grantee shall offer either a specific appointment time or a pre-designated block of time (not to exceed four hours) for Subscriber service appointments to be scheduled Monday through Saturday in the morning, the afternoon, and after 5:00 p.m.

   The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

   If a Grantee representative is running late for an appointment with a Subscribers and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

c. With regard to the needs of working or mobility-limited Subscribers, upon Subscriber request, the Grantee shall arrange for pickup and/or replacement of converters or other company

equipment at the Subscriber's address, or else a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

d. Under normal operating conditions, at least 95% of the time measured on a quarterly basis, where the service requested is installation of Cable Service, standard installations shall be performed by the Grantee within seven (7) business days after an order has been placed by a Subscriber.

7.7.3 Disconnection

a. The Grantee may disconnect a Subscriber if:

i. at least thirty (30) days have elapsed without payment after the due date for payment of the bill of the affected Subscriber; and

ii. the Grantee has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection.

b. Regardless of subsection (a) hereof, the Grantee may disconnect a Subscriber for cause at any time if the Grantee in good faith determines that the Subscriber has tampered with, stolen or abused company equipment, or is or may be engaged unlawfully in theft of Cable Services, or is causing a system violation of FCC rules or regulations, or is threatening or abusive to employees or representatives of the Grantee during the course of their employment.

c. The Grantee shall promptly disconnect any Subscriber who so requests from the Cable System. No period of notice prior to voluntary termination of Cable Service may be required of Subscribers by the Grantee. No charge may be imposed by the Grantee for any Cable Services delivered after the date of the disconnect request. Upon the later of the date of actual disconnection or the return of all company equipment to Grantee, the Grantee shall under normal operating conditions, within thirty (30) days return to such Subscriber the amount of the deposit, if any, collected by Grantee from such Subscriber, less any disputed amounts owed to Grantee for Cable Services or charges prior to the date of disconnection.

7.7.4 Credits Upon Outage

Except for planned outages under the Grantee's control where Subscribers are provided reasonable notification in advance, upon a Subscriber's request the Grantee shall provide a pro-rated 24-hour credit to the Subscriber's account for any period of two (2) hours or more during which that Subscriber experienced the effective loss or substantial impairment of Cable Service on the System.

7.7.5 Downgrade Charges

Grantee may impose Downgrade Charges only if:

a. the Subscriber has been notified, at the time of initiating Cable Services, of Grantee's Downgrade Charges; and

b. the Downgrade Charge does not exceed the Grantee's costs of performing the downgrade as determined under FCC rate regulation rules, subject to applicable law.

7.7.6 Billing Information Required

The Grantee bill to Subscribers shall itemize each category of service, equipment, or other applicable fees, and state clearly the charge there of. The Grantee shall make its best effort to inform Subscribers as clearly as possible when payments are due and when late fees and disconnection may occur.

7.7.7 Information to Subscribers and Grantor

a. Upon the Effective Date for the Grantor and upon installing initial service to or reconnecting each Subscriber, and upon request thereafter, the Grantee shall advise the Grantor and Subscriber, in writing, whether electronic or hard copy in nature, of:

   i. the equipment and services currently available (including parental lock-out devices) and the rates and charges which apply;

   ii. the amount and criteria for any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded;

iii. the Grantee's policies and procedures by which complaints or inquiries of any nature will be addressed;

iv. the toll-free telephone number and address of the Grantee's office to which complaints and inquiries may be reported;

v. the company's practices and procedures for protecting against invasions of Subscriber privacy;

vi. service termination policy;

vii. billing procedures. Billing procedures shall be clearly explained in the written information and in addition, the company's phone number for information and requesting the written materials shall be placed on the part of the bill retained by Subscribers;

viii. the notice and referral information, as set forth in subsection (b) hereof;

ix. liability specifications;

x. converter/Subscriber terminal policy; and

xi. breach of agreement policy.

b. Notice to Subscribers.

i. The Grantee shall inform the Grantor and Subscribers within thirty (30) days, prior to any increases in rates, costs, or charges to Subscribers for Cable Service, or any channel repositioning or programming changes within the control of Grantee.

ii. All Grantee promotional materials, announcements, and advertising of residential Cable Services to Subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all Grantee-prepared promotional materials must clearly and accurately disclose price terms and any restrictions for use. Likewise, in the case of telephone orders, the Grantee shall take appropriate steps to ensure that Grantee customer service representatives clearly and accurately disclose price terms and any restrictions for use to potential Subscribers in advance of taking the order.

iii. The Grantee shall, upon request by the Grantor, but no more often than annually, send written notice approved by the Grantor to all Subscribers that any complaints or inquiries not satisfactorily handled by the Grantee may be referred to the Grantor or its designee, giving the address and phone number of the appropriate Grantor office. Such notification may be included with a billing statement.

c. Written Complaint Acknowledgment

Within ten (10) days following receipt of a written complaint, as defined in Section 7.7.8.b, received at the Grantee's principal business office by mail, or received by an e-mail, from a Subscriber, the Grantee shall provide an acknowledgement to the Subscriber of receipt of the complaint and of any action, the Grantee has taken or intends to take in response to the complaint. This requirement does not apply to complaints submitted for processing by a regulatory agency other than Grantor, such as the FCC.

7.7.8 Complaint Resolution

a. The Grantor may take all necessary steps to ensure that all Subscribers to Cable Service and any other affected residents, businesses, or other organizations, have an appropriate recourse, where there is evidence that the Grantee has not settled the complaint to the reasonable satisfaction of the person initiating the complaint.

b. For purposes of this Section, a "complaint" is a grievance related to the Cable Service of the Cable Communications System within the Franchise Area that is reasonably remediable by the Grantee, but does not include grievances regarding the content of programming or information services, other than grievances regarding the inclusion or exclusion of broad categories of programming, and does not include Subscriber contacts resulting in routine service calls that resolve the Subscriber's problem satisfactorily to the Subscriber or inquiries by the Subscriber.

7.7.9 Failure to Resolve Complaints

If Grantee fails to resolve a complaint within thirty (30) days following the date the complaint was made to the Grantee, and after the Grantor follows the processes set forth in Section 7.4 herein

Grantor finds that Grantee has failed to satisfactorily resolve the complaint, then Grantee shall be deemed in violation of the Franchise, and the Grantor may assert any of the remedies set out in Sections 7.4, 11 and other applicable subsections.

Section 8. General Financial and Insurance Provisions, is created to read as follows:

8.1 Compensation

a. Franchise Fee.

As compensation for the Franchise to be granted, and in consideration of permission to use the streets and public ways of the Grantor for the construction, operation, and maintenance of a Cable Communications System within the Franchise Area and to defray the costs of Franchise regulation, the Grantee shall pay to Grantor an amount equal to five percent (5%) of Gross Revenues. In the event any law or valid rule or regulation applicable to this Franchise limits Franchise Fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%).

The Grantee shall at all times during the term of this Franchise maintain in its files an up-to-date list of all affiliated entities receiving Gross Revenues as such revenues are defined in this Franchise. Grantee shall provide this list to the Grantor upon request and during the course of any audit performed pursuant to Section 9.4.

In the event the obligation of Grantee to compensate Grantor through Franchise Fees is lawfully suspended or eliminated, in whole or in part, then to the extent provided for by applicable law, the Grantee shall pay to Grantor compensation equivalent to the compensation paid to Grantor by other similarly situated users of the streets for Grantee's use of the Streets, to the extent Grantor has the legal right to require such compensation.

b. Payment of Franchise Fees.

i. Payments due under this provision shall be computed and paid quarterly, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after the dates listed in the previous sentence. A quarterly report shall be made as hereinafter provided in Section 12.3.

ii. No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim Grantor may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and re-computation by Grantor.

iii. In the event that a Franchise Fee payment or other sum is not received by the Grantor on or before the due date, or is underpaid, the Grantee shall pay in addition to the payment, or sum due, interest from the due date at a rate equal to the legal interest rate in the State of Washington.

iv. Payment of the Franchise Fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property, or income of Grantee that may be imposed by Grantor, to the extent not prohibited or limited in amount by federal law.

8.2 Faithful Performance Bond

a. Upon the Effective Date of this Franchise, the Grantee shall furnish proof of the posting of a faithful performance bond running to Grantor with good and sufficient surety approved by Grantor, in the penal sum of one hundred thousand dollars ($100,000.00), conditioned that the Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise. The bond shall provide that the surety agrees to protect and indemnify Grantor against any direct or indirect loss claimed by reason of failure of the Grantee to faithfully perform its responsibilities hereunder. Such bond shall be maintained by the Grantee throughout the term of this Franchise.

b. Grantee shall pay all premiums charged for any bond required under Section 8.2(a), and shall keep the same in full force and effect at all times through the later of either:

i. The remaining term of this Franchise; or

ii. If required by Grantor, the removal of all of Grantee's system installed in Grantor's Streets and Public Ways.

c. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days written notice first being given to Grantor. The bond shall be subject to the approval of the

County Attorney as to its adequacy under the requirements of Section 8.2. During the term of the bond, Grantee shall file with Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days prior written notice to Grantor.

d. In a form approved by Grantor, the Grantee may provide an irrevocable letter of credit, guaranty in lieu of bond, or other form of financial assurance in lieu of a faithful performance bond. The alternative form of financial assurance shall give Grantor substantially the same rights and guarantees provided by a faithful performance bond.

8.3 Damages and Defense

a. The Grantee shall defend, indemnify and hold harmless Grantor, and any and all other public agencies, and their members, officers, agents, and employees, from and against any and all claims, demands, suits, actions, damages, expense, costs, and penalties (collectively "claims"), including but not limited to attorney fees, arising as a result of any actions of the Grantee, its officers, agents, contractors or employees, by any manner whatsoever under this Franchise unless such claims are the result of Grantor's sole negligence or willful misconduct. These claims shall include, but shall not be limited to: damages arising out of copyright infringement; defamation or anti-trust actions; injury to or death of any person or any damage to any property caused by the fault of the Grantee, as defined in RCW 4.22.015, as now enacted or hereafter amended, and all other damages arising out of the Grantee's actions under the franchise or the construction, extension, connection, repair, removal, operation, maintenance or reconstruction of the Cable Communications System authorized herein, or arising out of the exercise of any right or privilege under this Franchise whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

b. The Director shall notify Grantee, in writing, as soon as practicable after the presentation of any claims, made or accrued against Grantor on account of any fault on the part of the Grantee. Failure by the Director to notify Grantee properly in accordance with the foregoing of any such claims against Grantor shall not release Grantee from its obligation to defend or indemnify Grantor unless Grantee can establish that it has been materially prejudiced by such failure.

c. If the Grantee fails to defend as required in Section 8.3(a), above, then the Grantee agrees to and shall pay all expenses incurred by Grantor, and any other public agencies, and their members, officers, agents, and

employees, in defending itself with regard to all claims, damages and penalties mentioned in section (a) above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by any employees of the Grantor.

8.4 Liability Insurance and Indemnification

a. Grantee shall maintain automobile and Workers' Compensation insurance, as well as public liability and property damage insurance, that protects the Grantee and Grantor, its officers, agents, and employees, from any and all claims for damages or personal injury including death, demands, actions and suits brought against any of them arising from operations under this Franchise or in connection therewith, as follows:

b. The insurance shall provide coverage at all times for not less than $2,000,000 for personal injury to each person, $5,000,000 aggregate for each occurrence, and $2,000,000 for each occurrence involving property damages, plus costs of defense, or a single limit or additional excess liability policy of not less than $5,000,000 covering all claims per occurrence, plus costs of defense. The insurance shall be equal to or better than commercial general liability insurance.

The minimum amounts of insurance set out in subsection (b) of this Section shall be increased from time to time to the extent necessary to provide coverage at least as great as the limits on Grantor's liability under the Washington Tort Claims Act.

The evidence of coverage for Worker' Compensation shall show that it includes State of Washington Statutory Limits, and Employers' Liability limits of at least $1,000,000.

Any insurance carrier shall have an A.M. Best rating of A or better and be authorized to do business in the State of Washington.

c. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Grantor and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

d. The insurance shall provide that the insurance shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section 8.4 without thirty (30) days written notice first being given to Grantor. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section 8.4 within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

e. Grantee shall file prior to the Effective Date of this Franchise and shall maintain on file with Grantor a certificate of insurance certifying the coverage required above, which certificate shall be subject to the approval of the County Attorney as to the adequacy of the certificate and of the insurance certified under the requirements of this Section 8.4. At a minimum, the certificate shall be signed by a representative with authority to bind the insurance carrier.

   The certificate shall show that the general liability portion of the insurance includes:

   i. Broad form property damage;

   ii. Products and completed operations;

   iii. Explosion, collapse, and underground exposures;

   iv. Contractual liability;

   v. Owners and contractors' protective coverage; and

   vi. Cybersecurity coverage.

f. Failure to maintain adequate insurance as required under this Section 8.4 shall be cause for termination of this Franchise by Grantor as provided in Section 11.1 herein.

g. The Grantee shall also indemnify, defend, and hold harmless Grantor and its officers, agents, and employees for any and all claims for damages or personal injury which exceed the limits of insurance provided for in this Section.

8.5 Construction Bond

a. During the course of this Franchise, in order for the Grantee to obtain permits to perform construction which will involve the Grantee's affecting, as the result of the process of construction, maintenance or

removal of facilities, roadways or appurtenances of Grantor, and the total aggregate sum to repair such roadways or facilities from the disruptions caused to those facilities by the proposed work of the Grantee will exceed the amount of twenty-five thousand dollars ($25,000), the Grantee shall provide a blanket construction bond in an amount of one hundred thousand dollars ($100,000). This construction bond shall be designed to cover the costs and damages which might accrue to Grantor by reason of the Grantee's failure to properly perform the proposed work. Such a construction bond shall be conditioned in the same manner as provided for the above referenced performance bond.

Section 9. Rights Reserved to Grantor, is created to read as follows:

9.1 Grantor Acquisition of the Cable System

Grantor shall have the right to purchase the Cable System, consistent with applicable law.

a. In the event Grantor has declared a forfeiture for cause or otherwise revoked for cause this Franchise Agreement, or in the event of expiration of the initial term of this Franchise Agreement without the Franchise being renewed or extended, the Grantee shall continue its operations for a period of two hundred and seventy (270) days under the terms and conditions of this Franchise Agreement and as required by Section 11 herein, following the date of the forfeiture or revocation or expiration of the initial term, if such continuation of operations is ordered by the Grantor.

For any period of continued operation under this Section, except as provided in Section 3.7 of this Franchise, the Grantee shall not sell, assign, transfer, or lease to any other persons, firm or corporation, any portion of the system used by it in its operations without the prior written consent of the Grantor.

The parties shall be subject to the provisions of 47 U.S.C. 547 (Section 627 of the Cable Act), as amended from time to time. It is not intended that this Agreement diminish the rights of either Grantor or Grantee under Section 627 of the Act, and any provision of the Agreement that purports to diminish such right shall be deemed superseded by the Act.

9.2 Condemnation and Eminent Domain

Consistent with applicable law, this Franchise shall be subject to Grantor's power of eminent domain and Grantor may condemn all or any portion of Grantee's Cable System, in a non-discriminatory manner based on Grantor's lawful regulatory jurisdiction.

9.3 Right of Inspection of Records

In order to assist the Grantor in keeping adequate records of the activities of the Grantee under this Franchise, the Grantee shall provide the following information as may be required by the Grantor for its review:

a. With respect to the System and its operation authorized under this Franchise, and to the extent necessary for the enforcement of this Franchise, information pertaining to the operations of the Grantee, and for the specific purposes of a bona fide enforcement effort being conducted by the Grantor, including but not limited to: the maintenance, administration and operation thereof, Gross Revenue generated from the operation of the Cable System to provide Cable Service by any parent company or affiliate within the Franchise Area indicated or implicated as direct or indirect revenue to Grantee.

b. The amount collected by the Grantee from users of Cable Services of the Grantee's Cable Communications System under this Franchise and the character and extent of the services rendered therefore to them.

The information, along with any further data which may be reasonably required by the Grantor to adequately understand the information, shall be furnished by the Grantee to the Grantor upon request, and at the Grantee's own cost and expense.

9.4 Right to Perform Franchise Fee Audit

In addition to all rights granted under Section 9.3, but no more than twice during the term of the Franchise, unless an audit determines underpayment of 5% or more, the Grantor shall have the right to perform, or cause to have performed, a formal audit of the Grantee's books and records and, the books and records of any parent or affiliate company, for the purpose of determining the Gross Revenues of the Grantee generated in any manner through the operation of the Cable System to provide Cable Service under this Franchise and the accuracy of amounts paid as franchise fees to the Grantor by the Grantee, provided that any audit must be commenced not later than five (5) years after the date on which franchise fees for any period being audited were due. The cost of any such audit shall be borne by the Grantor, except that if through the audit it is established that the Grantee has made underpayment of 5% or more in franchise fees for the entire period under audit than required by this franchise, then the Grantee shall, within thirty (30) days of being requested to do so by the Grantor, reimburse the Grantor for the cost of the audit up to thirty thousand dollars ($30,000) for the cost per audit.

If one of the first two audits discovers an underpayment of 5% or more, the Grantor may elect to perform an additional audit, above the two included above.

9.5 Inspection of Construction and Facilities

a. Grantor may inspect any of Grantee's System facilities on Grantee's private property during normal business hours upon at least forty-eight (48) hours' notice to determine compliance with this Franchise. In case of an emergency, Grantee will allow necessary inspections upon demand without prior notice. If an unsafe condition is found to exist by Grantor, Grantor may, in addition to taking any other action permitted under applicable law, require remediation of such condition to the extent necessary to remediate the unsafe condition under applicable law, code, or regulation.

b. Grantor may inspect Grantee's System in the Public Right-of-Way without notice. Nothing herein shall prevent Grantor or its agents from performing inspections of the Cable System in the Rights-of-Way or on private property, with owners' permission as needed, at any time and without prior notice.

c. Grantor may notify Grantee of issues of safety violations or other problems or issues with Grantee's infrastructure in the Public Right-of-Way. Grantee must then make appropriate repairs and notify the Grantor of such repairs. In the event of imminent danger to the public, or where Grantee has not taken timely appropriate actions to remediate such reported issues following notice and opportunity to cure, Grantor has the right to correct, inspect, administer, and repair unsafe conditions if Grantee fails to do so, and to charge Grantee for the cost thereof.

9.6 Intervention

The Grantee shall not hinder the Grantor's lawful intervention in any suit or proceeding to which the Grantee is party which may have an effect upon the construction, upgrade, maintenance or operation of the system.

9.7 Right to Require Removal of Property

At the expiration of the term for which the Franchise is granted providing no renewal is granted, or upon its forfeiture or revocation, as provided for herein, the Grantor shall have the right to require the Grantee to remove, at Grantee's own expense, all or any part of the Cable Communications System from all streets and public ways within the franchise area. Grantee

shall restore such Streets and other Public Rights-of-Way to that condition existing immediately before such facilities were removed; provided that such property shall not be removed if the Director shall reasonably determine that such removal will cause unreasonable damage to such Streets and other Public Rights-of-Way and provided further, that should the Director request that any facilities be allowed to remain in place for the use of Grantor, then such facilities shall not be removed, and title thereto shall be transferred to Grantor at fair market value. The Director may, at his discretion, permit any other facilities to be abandoned in place, provided that Grantee shall submit to the Director an instrument transferring to Grantor ownership of such facilities; except that the Grantor may nevertheless, by written notice, require the Grantee to remove portions of the system as deemed necessary by the Grantor to provide space for other authorized uses or to accomplish or enable the accomplishment of other public purposes. If the Grantor requires removal of the system and Grantee fails to do so, the Grantor may perform the work and collect the cost thereof from the Grantee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of the Grantee effective upon placement in the lien books of the Grantor.

Section 10. Rights of Individuals Protected, is created to read as follows:

10.1 Discriminatory Practices Prohibited

a. The Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against Subscribers or persons on the basis of race, color, religion, national origin, sex, age, disability, income, or, except as otherwise provided herein, the area in which such person lives. The Grantee shall strictly adhere to the equal employment opportunity requirements of the federal government, as expressed in Section 76.13(a) (8) and 76.311 of Chapter 1 of Title 47 of the Code of Federal Regulations, as now or hereafter constituted. The Grantee shall comply at all times with all applicable federal, state, or local laws, rules and regulations relating to nondiscrimination.

b. The Grantee shall use best efforts to assure maximum practical availability of Grantee services and facilities to all Subscribers, regardless of disability, including the provision of a remote-control device to those Subscribers who are mobility limited, or where a member of the Subscriber's household is mobility limited.

c. For hearing impaired Subscribers, the Grantee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, the Grantee must have TDD/TTY (or equivalent) equipment at the company office, and a publicly listed telephone number for such

equipment, that will allow hearing impaired Subscribers to contact the company.

d. Upon request by a Subscriber or potential Subscriber, the Grantee shall make a reasonable effort as determined by Grantor to provide information required under Section 7.7.7, or otherwise provided in the normal course of business, in English and any other language that Grantee utilizes in the provision of Subscriber information.

e. Nothing in this Section shall be construed to prohibit: 1) the temporary reduction or waiving of rates and charges in conjunction with promotional campaigns; or 2) Grantee from offering reasonable discounts to senior citizens or discounts to economically disadvantaged citizens.

10.2 Unauthorized Monitoring or Cable Tapping Prohibited

The Grantee shall not, nor shall Grantee allow any other person, agency, or entity to tap, or arrange for the tapping, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose whatsoever, without the Subscriber's written consent or a valid court order or a valid request from a law enforcement agency permitting the tapping.

10.3 Privacy and Other Rights

The Grantee and the Grantor shall maintain constant vigilance with regard to possible abuses of the right of privacy of any Subscriber, Programmer, or person resulting from any device or signal associated with the Cable Communications System. Grantee shall all times comply with the provisions of 47 U.S.C. §551, and any other applicable privacy law.

10.4 Permission of Property Owner Required

No cable, line, wire, amplifier, Set Top Unit, gateway, Converter, or other piece of equipment owned by the Grantee shall be installed by the Grantee without first securing the written permission of the owner or tenant of any property involved except where there is an existing utility easement or other easement reserved by plat or other conveyance. If such permission or easement is later lawfully revoked, whether by the original or a subsequent owner or tenant or Grantor, the Grantee shall remove forthwith on request of the owner or tenant any of its equipment and promptly restore the property to its original condition. The Grantee shall perform all installations and removals in a workmanlike manner and shall be responsible for any damage to residences or other property caused by the installation.

10.5 Sale of Subscriber Lists and Personalized Data Prohibited

The Grantee shall be subject to 47 U.S.C Section 551 (Section 631 of the Cable Act), as amended from time to time, regarding limitations on the cable company's collection and use of personally identifiable information, and other issues involving the protection of Subscriber privacy.

10.6 Landlord - Tenant

Grantee shall, to the extent permitted by the owner or manager of such premises, provide to individual units of a multiple housing facility, such as a duplex, apartment or condominium unit, all services offered to other dwelling units within the franchise area, providing the owner of the facility consents in writing, if requested by Grantee, as follows:

a. To Grantee's providing the services to units of the facility;

b. To reasonable conditions and times for installation, maintenance, and inspection of the system on facility premises;

c. To reasonable conditions promulgated by Grantee to protect Grantee's equipment and to encourage widespread use of the system; and

d. To not demand payment, directly or indirectly, from Grantee for permitting Grantee to provide service to the facility.

e. However, Grantee shall have no obligation to provide service if the cost of installation per unit exceeds the Grantee's standard per foot rate for line extension construction multiplied by one hundred twenty-five (125) feet. To determine unit costs, the total project cost is divided by the number of units. The total project cost shall include only the costs of cable, any structural supports (e.g., a utility pole) and any installation costs, including underground trenching where applicable, installed on the property including line extension and pre/post wiring of the units.

Section 11. Termination and Expiration, is created to read:

11.1 Revocation

In addition to any rights set out elsewhere in this document, the Grantor reserves the right to declare a forfeiture or otherwise revoke this

franchise, and all rights and privileges pertaining thereto, in the event that:

a. the Grantee is in violation of any material provision of the Franchise Agreement after application by the Grantor of a remedy lesser than franchise revocation pursuant to this Franchise Agreement, and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter of not less than thirty (30) days to correct the violation;

b. the Grantee or the Guarantor becomes insolvent, unable, or unwilling to pay its debts, or is adjudged a bankrupt;

c. the Grantee is found to have engaged in fraud or deceptive practices upon the Grantor, persons, or Subscribers

d. the Grantee fails to obtain or maintain any material permit required by any federal or state regulatory body, relating to the construction, maintenance and operation of the system; provided, however, that the Grantee shall be allowed a reasonable time to cure failure to obtain any permit; or

e. the Grantee fails to maintain the full amount of its insurance or to post a performance bond as required under the terms of this franchise after notice and opportunity to cure.

Upon the occurrence of one of the events set out above, and after following the due process procedure set forth in Section 7.4 of the Franchise, including the public hearing described therein, the Grantor shall provide written notice to Grantee of such intent. The notice shall set forth the specific nature of the noncompliance. The Grantee shall have ninety (90) days from receipt of such notice to object in writing and to state its reason for such objection. In the event the Grantor has not received a satisfactory response from Grantee, it may then seek revocation of the Franchise at a second public hearing. The Grantor shall cause to be served upon the Grantee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Grantor, to compel the testimony of other persons as permitted by law, and to question and/or cross examine

witnesses. A complete verbatim record and transcript shall be made of such hearing at Grantee's request and expense.

Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the Grantor shall determine (i) whether an event of default has occurred (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Grantee. The Grantor shall also determine whether to revoke the Franchise based on the information presented or, where applicable, grant additional time to the Grantee to affect the cure. If the Grantor determines that the Franchise shall be revoked, the Grantor shall promptly provide Grantee with a written decision setting forth in reasoning. Grantee may appeal such determination of the Grantor to an appropriate court, which shall have the power to review the decision of the Grantor in accordance with Washington law, Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.

The Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Grantor's rights under the Franchise in lieu of revocation of the Franchise.

The parties agree that the limitation of Grantor liability set forth in 47 U.S.C. § 555a is applicable to this Franchise Agreement.

11.2 Receivership

In addition to its other rights and remedies as set forth in this Franchise, Grantor shall have the right, subject to federal law, to declare a forfeiture of this Franchise one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the Grantee's business, whether in receivership, reorganization, bankruptcy or other similar action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

a. Within one hundred and twenty (120) days after such appointment, the receiver or trustee shall have fully complied with all provisions of this Franchise and remedied any and all violations or defaults, as approved by a County Board of Commissioners resolution; and

b. Within said one hundred and twenty (120) days, such receiver or trustee shall have executed an agreement with Grantor, duly approved by Grantor and the court having competent jurisdiction,

in which such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

11.3 Expiration

Upon expiration of the Franchise, the parties shall have the obligation to abide by the renewal provisions of the Cable Communications Policy Act of 1984, as amended from time to time. It is not intended that this Section diminish the rights of either the Grantor or the Grantee under the Act, and any provisions of this Section that purports to diminish such rights shall be deemed superseded by the Act.

11.4 Continuity of Service Mandatory

It shall be the right of all Subscribers to receive all available Cable Services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the system, or Grantor revokes or fails to renew the franchise, the Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service.

If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, reviewed by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the security provided by the Grantee.

Section 12. Operation and Maintenance, is created to read as follows:

12.1 Open Books and Records

The Grantee shall maintain a customer service location within Clallam County, and, subject to the provisions of Section 10 of this franchise and, to such privileges as may be established under Washington Law, shall manage all of its operations in accordance with a policy of accessible open books and records to the Grantor. The Grantor shall have the right as necessary, in the Grantor's sole and reasonable discretion, for effectively administering and enforcing the Franchise, to inspect at any time during normal business hours upon five (5) business days' notice, at the closest pertinent Grantee location, all records of the Grantee, and for the

specific purposes of a bona fide enforcement effort being conducted by the Grantor which relate to the operation of the Cable System to provide Cable Service in the Franchise Area. Access to the aforementioned records shall not be denied by the Grantee to representatives of the Grantor on the basis that said records contain "proprietary information", nor on the basis that they contain trade secrets unless the Grantor cannot protect the trade secrets from disclosure under Washington law. To the extent allowed under Washington law, the Grantor shall protect proprietary information including trade secrets of the Grantee from disclosure. The franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years.

The Grantee shall also provide, in the manner set forth in this Section and as provided in Section 13.13, the following information: (a) for the specific purpose of a bona fide audit or enforcement effort being conducted by the Grantor, the true and entire cost of construction, upgrade and replacement of plant and equipment for the cable system authorized under this Franchise; the true and entire cost of the maintenance, administration and operation of the cable system, including any operations or revenue generated from the cable system by any parent company or affiliate within the Franchise Area indicated or implicated as direct or indirect revenue to the Grantee from the provision of Cable Services; and (b) the amount collected by the Grantee from Subscribers of Cable Services of the Grantee's Cable System under this Franchise and the character and extent of the Cable Service rendered therefore to them.

Upon no less than fifteen (15) business days' prior written notice from Grantor, Grantee shall provide the Grantor access to digital files related to compliance with obligations contained in the Franchise. Such access shall be carried out in a manner that does not violate requirements regarding personally identifiable Subscriber information, as referenced in Section 631 of the Cable Act, and shall exclude access to digital files containing no information related to Grantee's Franchise obligations. Digital record access shall be provided via electronic mail or Grantee shall upload the file to a secure, password-protected site that Grantor or its representatives or agents may access to view.

12.2 Communications with Regulatory Agencies

A list and copies of, or links to, all material written petitions, applications, communications, and reports submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or State regulatory commission or

agency having jurisdiction in respect to any matters directly affecting cable communications operations within the Franchise Area authorized pursuant to this Franchise Agreement, shall be submitted to the Grantor promptly following written request.

12.3 Reports

a. Quarterly Reports.

Within thirty (30) calendar days after the end of each fiscal quarter of the Grantee, Grantee shall, promptly following written request of the Grantor, submit to the Grantor a report summarizing Subscriber trouble call complaints received by or referred to Grantee within the report quarter. The reports shall contain, as a minimum, the specific nature of the complaint, remedial action taken if any, and the current status of the complaint. Grantee shall also provide information regarding any changes in services provided including, but not limited to, tier restructuring and channel adds, moves and changes. Upon written request by the Grantor, Grantee shall also provide outage reports, summary statistics on patterns of complaints or service problems, and other customer service information, provided that such information may be reasonably generated by the Grantee. Within forty five (45) days after the end of each of the Grantee's fiscal quarters, the Grantee shall submit a written report to the Grantor, verified by an officer of Grantee, or the officer's designee, which shall contain an accurate statement of all gross revenues earned and collected by the Grantee or any cable operator, related to operation of the cable system franchised hereunder, including detailed breakdowns of all gross revenues received as defined in Section 2. above, in sufficient detail to enable the Grantor to fully verify the accuracy of Franchise Fee payments.

b. Annual Report.

No later than three-and-one-half (3 ½) months following the end of the Grantee's fiscal year each year and upon written request, Grantee shall present a written report to the Grantor which shall include:

i. Any publicly available financial reports for Grantee or its parent company.

ii. A summary of the previous year's activities including, but not limited to system construction, activation and installation; homes passed; Subscriber totals in each category: and new services.

c. Monitoring and Compliance Reports.

Upon written request, the Grantee shall provide a written report of any technical performance tests for the residential network required by Grantor or required in, or to demonstrate compliance with, FCC Rules and Regulations as now or hereinafter constituted. In addition, the Grantee shall upon request provide reports of the test and compliance procedures established by this Franchise Agreement, no later than thirty (30) days after the completion of each series of tests.

d. Additional Reports.

The Grantee shall prepare and furnish to the Grantor, at the times and in the form prescribed, such additional reports with respect to its operations, affairs, transaction, or property, as may be reasonably necessary and appropriate to determine compliance with the Franchise.

All reports and records required under this or any other Section shall be furnished to Grantor at the sole expense of Grantee. Grantee shall not be required to develop reports involving the creation of new data but may be required to provide existing data in new or additional formats.

12.4 Safety

a. The Grantee shall, at all times, employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to employees of the Grantor.

b. The Grantee shall install and maintain its wires, cable, fixtures, and other equipment, including the drop to the Subscriber's premise in accordance with the applicable requirements of the National Electrical Safety Code (NESC), National Electrical Code (NEC), and Occupational Safety and Health Administration (OSHA) standards, and in such manner that they shall not interfere with the installations of any public utility.

c. All lines, equipment and connections in, over, under, along and upon either the streets and public ways of Grantor or private property within boundaries of Grantor, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

Section 13. Miscellaneous Provisions, is created to read as follows:

13.1 Compliance with Laws

The Grantee shall comply with all applicable federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all general ordinances, resolutions, rules and regulations of the Grantor heretofore or hereafter adopted or established during the entire term of this franchise, provided that any such ordinances, resolutions, rules and regulations of the Grantor hereafter adopted or established shall not conflict or interfere with the existing rights of the Grantee hereunder.

13.2 Severability

Subject to the provisions of Section 13.12 below, if any section, subsection, sentence, clause, phrase article, or word of the Franchise Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction or pre-empted by federal or state regulations or law, such section, subsection, sentence, clause, phrase, article or word shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions hereof.

If any material provision of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal law, rules, regulations or decision so that the intent of these provisions is frustrated, the parties agree to immediately negotiate replacement provisions to fulfill the purpose and intent of the superseded provisions consistent with applicable law.

In the event that federal or State laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Grantor, and any amendments to this Franchise negotiated pursuant to this Section as a result of such provision being preempted shall no longer be of any force or effect.

13.3 Captions

The captions to sections throughout this Franchise Agreement are intended solely to facilitate reading and reference to the sections and

provisions contained herein. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.4 No Recourse Against the Grantor

Except as provided by applicable law, the Grantee shall have no recourse whatsoever against the Grantor or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Franchise Agreement or any part thereof is determined to be invalid.

13.5 Nonenforcement by Grantor

The Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise Agreement by reason of any failure of the Grantor to enforce prompt compliance.

13.6 Force Majeure

If by reason of force majeure the Grantee is unable in whole or in part to carry out its obligations hereunder, the Grantee shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of the government of the United States of America, or of the State of Washington, or their departments, agencies, political subdivisions, or officials; acts of any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; entire failure of utilities; documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached and documented unavailability of materials and/or qualified labor to perform the work necessary and similar occurrences outside the control of the Grantee. The Grantee agrees, however, to give its best efforts to remedy as soon as possible, under the circumstances, the cause or causes preventing Grantee from carrying out its responsibilities and duties under this Franchise Agreement.

13.7 Entire Agreement

This Franchise Agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

13.8 Consent

Wherever the consent or approval of either the Grantee or the Grantor is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

13.9 Time Limit for Grantee Communications

Provided that the issuance of any such written communication shall not in and of itself constitute a waiver, act or omission of Grantee under the Franchise, Grantee shall provide any written communication required by this Franchise within ninety (90) days of being requested to do so by the Grantor, in each case in which no other specific time limit for a communication is identified in the Franchise.

13.10 Consistency of Franchise with Cable Act

The parties intend and believe that all of the provisions hereof are consistent with and permitted by the Cable Communications Policy Act of 1984, and the Cable Act of 1992, and the Telecommunications Act of 1996.

13.11 Notice

Any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such address as the receiving party specifies in writing:

If to the Grantor: Clallam County
Board of County Commissioners
223 East 4th St., Suite 4
Port Angeles, WA 98362

If to the Grantee: WaveDivision Holdings, LLC
3700 Monte Villa Pkwy
Bothell, WA 98021
Attn: Legal

With a copy to:

WaveDivision Holdings, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540

Attn: General Counsel

13.12 Future Changes in Law

If future changes to binding federal or State law affect any material provision of the Franchise, including but not limited to the scope of Grantor's authority to regulate Grantee and its activities within the Franchise Area and the streets and public ways, the parties agree that they will take any action necessary, or revise this Agreement where applicable, to be consistent with the scope of such change in law. In the event the parties are unable to agree to a modification of this Franchise within either the time specified by the authority enacting the change in law, or within one hundred and twenty (120) days if not specified, either party may seek appropriate legal remedies to amend the Franchise.

13.13 **Public Disclosure**

Subject to the Washington Public Records Law, whenever, pursuant to this Franchise Agreement, Grantee shall make available for inspection by the Grantor or submit to the Grantor reports containing information considered proprietary by the Grantee, the Grantor shall not disclose or release such reports or information to the public without notification to the Grantor, and opportunity to pursue an injunction to block disclosure or provide its prior written consent. All such reports reviewed by Grantor shall be deemed proprietary and confidential.

13.14 Time is of the Essence

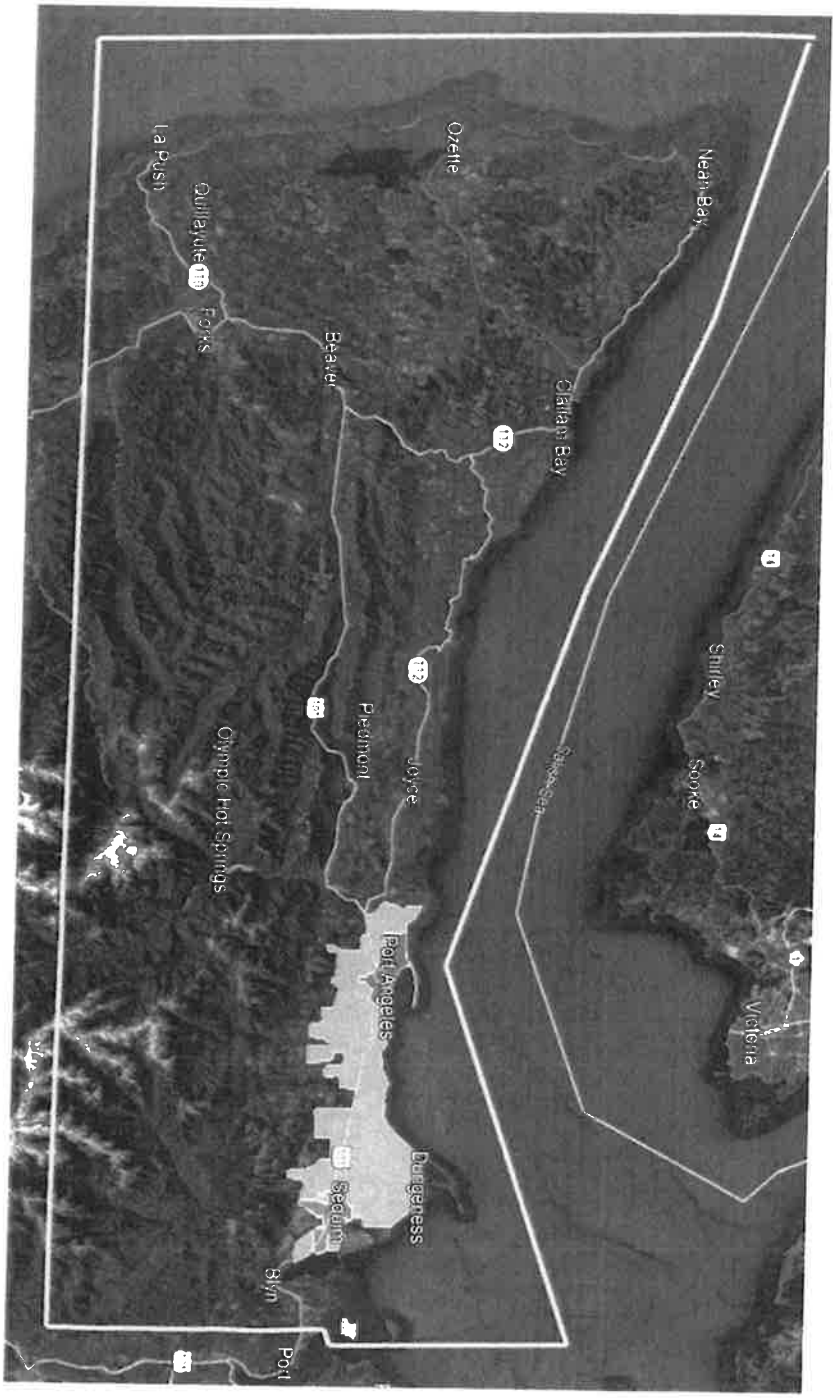
Whenever this Franchise Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material violation of this Franchise Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Franchise Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise Agreement by reason of Force Majeure, Grantee's performance shall be excused during the affected time periods and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Franchise Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees or agents.

13.15 Reservation of Rights and Enforcement

Notwithstanding any provision to the contrary, the parties reserve any and all rights at law or in equity regarding any enforcement proceeding or other matters hereunder.

In the event that either party seeks judicial enforcement of any term of this agreement, except in the case of the formal franchise renewal process, the substantially prevailing party in any litigation shall be reimbursed by the other party for all disbursements and costs incurred, including reasonable attorney's fees and expert witness fees.

EXHIBIT A: FRANCHISE AREA AND SERVICE AREA



Service Area - Yellow
City of Port Angeles's Franchise Service Area - Pink
City of Sequim Franchise Service Area - Peach

EXHIBIT B: ACCEPTANCE

ACCEPTANCE

Board of County Commissioners
223 East 4th St., Suite 4
Port Angeles, WA 98362

The undersigned, WaveDivision I, LLC and WaveDivision III, LLC (DBA, Astound) does hereby accept the Franchise granted pursuant to Ordinance No._____, passed and approved on_____, 2023, and does hereby agree that it will comply with and abide by all of the provisions, terms and conditions of the Franchise, subject to applicable federal, state and local law.

WAVEDIVISION I, LLC AND WAVEDIVISION III, LLC (DBA, ASTOUND)

BY: _____

TITLE: _____

DATE: _____

EXHIBIT C:
DIRECT ACCESS CONNECTIONS AND INTERCONNECTIONS

[Intentionally left blank]

EXHIBIT D: SERVICE TO PUBLIC BUILDINGS

The Grantee shall continue to, or upon request the Grantee shall initially provide, without charge, a standard installation and one (1) outlet of Basic and Expanded Basic Service or its equivalent to those buildings set forth below. If not already provided, such installations shall be provided to the facilities within sixty (60) days of Grantor's request. Furthermore, Grantee shall be permitted to recover, from any School or other public building owner entitled to free service, the direct cost of installing, when requested and if Grantee agrees to do so, more than (1) one outlet or concealed inside wiring. In the alternative, Grantor may distribute the Basic and Expanded Basic Service throughout the building for Grantor's purposes at Grantor's cost including necessary equipment to maintain signal quality so long as Grantor's use does not adversely affect Grantee's signals outside of any such building, and provided that any deterioration of the signal caused by Grantor's distribution of the signal throughout the building will be the responsibility of the Grantor. The Basic and Expanded Basic Service provided shall not be used for commercial or public viewing purposes. Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System.

Grantee may charge the marginal cost of providing the service, in such manner and to the extent permitted by, applicable law, after demonstrating, to the reasonable satisfaction of the Grantor, how the marginal cost was calculated. Grantor will determine whether such marginal cost will be paid directly to the Grantee, or whether it may be deducted from each quarterly franchise fee payment.

Public Buildings

[To be determined by Astound]

ADOPTED this _____ day of _____ 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

4a

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 9-26-23**

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on September 26, 2023.
Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Revisions 9-26-23
Revised: 3-04-2019

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

BUDGET RESOLUTION _____, 2023

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, the following facts create a need for the budget revision shown below:

   Sheriff – Jail
   - Contracted costs for Norpoint Services to provide courthouse security for the month of July 2023/$18,590
   - Contracted costs for Norpoint Services to provide courthouse security for the month of August 2023/$20,570

   NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act (ARPA) funding expected to be provided for the PUD Carlsborg/Van-Lan water system project and to North Olympic Regional Veteran's Housing Network (NORVHN) under its amended agreement/$140,000

2. The Budget Director has verified the accounting method for the budget revision listed and approved them by numbering and initialing the attached Budget Change Form.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the revision within the fund, department, or program budget shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 26th day of September 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, MMC, Clerk of the Board

_____
Mike French

c: Budget Director
Treasurer
Affected Department(s)

DRAFT

RECEIVED
CLALLAM CO. FINANCE
AUG 09 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/10/23 **Budget Hearing/Meeting Date:** 9/26/23 ✓

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

Budget Number xxxxx.xxx.	00100.815 ✓	**Budget Name**	Sheriff – Jail ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.10.0010 ✓	Regular Time	18,590 ✓
Total				18,590 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.41.1030 ✓	Personnel Services	18,590
Total				18,590 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Contracted costs for Norpoint Services to provide Courthouse security for the month of July 2023 total $18,590. These costs are not budgeted, so we need to transfer budget from our staff salary lines into the professional services line. The staff salary lines have extra budget based on open positions that we are currently in the process of filling.

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

100

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE
SEP 01 2023

Date Submitted: 8/29/23 **Budget Hearing/Meeting Date:** 9/26/23 ✓

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

Budget Number xxxxx.xxx.	00100.815 ✓	**Budget Name**	Sheriff – Jail ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.10.0010 ✓	Regular Time	20,570 ✓
Total				20,570 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.41.1030 ✓	Personnel Services	20,570
Total				20,570 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Contracted costs for Norpoint Services to provide Courthouse security for the month of August 2023 total $20,570. These costs are not budgeted, so we need to transfer budget from our staff salary lines into the professional services line. The staff salary lines have extra budget based on open positions that we are currently in the process of filling.

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

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CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/30/2023 ✓ **Budget Hearing/Meeting Date:** 9/26/2023 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, __or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

X ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291 ✓	**Budget Name**	NonDept – American Rescue Plan Act ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ARPA ✓	51420.49.0225 ✓	Unanticipated Services	140,000
Total				140,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ARPA ✓	51420.41.0582 ✓	Clallam County PUD	100,000
19961.291 ✓	NonDept – ARPA ✓	51420.41.0587 ✓	North Oly Reg Veterans Housing Network	40,000
Total				140,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding expected to be provided for the PUD Carlsborg/Van-Lan water system project & to NORVHN under its amended agreement.

County Official Approval: _____

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

4b

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 9-26-23**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on September 26, 2023
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

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

BUDGET RESOLUTION _____, 2023

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

   Juvenile Services
   - State revenue share from Special Sex Offender Disposition program. Clallam County exceeded our estimated caseload resulting in increased reimbursement of cost per participant for supervision and treatment services/$31,494
   - Unanticipated Community Prevention Wellness Initiative (CPWI) funds through the Health Care Authority (HCA)/$101,264

   Sheriff – Emergency Services – Expenditures and reimbursement revenue received from state contract E23-089 Sate Homeland Security Program Grant FY22 for salary and benefits, purchase of a ballistic shield rated for rifle rounds, operational supplies, grant administration time, and county indirects/$50,455

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 26 day of September 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

DRAFT

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CLALLAM CO. FINANCE
AUG 23 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 08/18/2023 **Budget Hearing/Meeting Date:** 09/26/2023

X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.851	**Budget Name**	Juvenile Services

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851	Juvenile Services	33404.66.0020	Special Sex Offender Disposition	31,494
Total				31,494

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserve	50800.00.000	Ending Fund Balance	22,494
00100.851	Juvenile Services	52760.41.0020	Professional Services	9,000
Total				31,494

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

State revenue share from Special Sex Offender Disposition program. Clallam County exceeded our estimated caseload resulting in increased reimbursement of cost per participant for supervision and treatment services.

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

RECEIVED
CLALLAM CO. FINANCE
SEP 01 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 08/31/2023 **Budget Hearing/Meeting Date:** 09/26/2023

_X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.851	**Budget Name**	Juvenile Services

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851	Juvenile Services	33393.95.9010	HHS HCA CPWI	101,264
Total				101,264

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	2,923
00100.851	Juvenile Services	52760.31.0020	Operating Supplies	5,341
00100.851	Juvenile Services	52760.31.0033	Furnishings	2,000
00100.851	Juvenile Services	52760.31.0065	Food	750
00100.851	Juvenile Services	52760.35.0010	Small Tools/Minor Equipment	3,500
00100.851	Juvenile Services	52760.41.0020	Professional Services	71,800
00100.851	Juvenile Services	52760.43.0010	Training-Business	14,750
00100.851	Juvenile Services	52760.49.0040	Dues	200
Total				101,264

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Unanticipated Community Prevention Wellness Initiative (CPWI) funds through the Health Care Authority (HCA). Grant funds applied to CPWI expenditures that occurred from 04/01/23 through 06/30/23. Grant funds used to increase the capacity to implement direct and environmental substance use disorder prevention services based on youth substance use in the community to prevent and reduce abuse of tobacco, marijuana, opioids, and other drugs.

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

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CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE
SEP 0 1 2023

Date Submitted: 8/29/23 **Budget Hearing/Meeting Date:** 9/26/23 ✓

X **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.817 ✓	**Budget Name**	Sheriff – Emergency Services ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	33397.06.7001 ✓	Region 2 Homeland Security Grant	50,455
Total				50,455 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.31.0020 ✓	Operating Supplies	4,000
00100.817 ✓	Sheriff – Emergency Services ✓	52510.41.5130 ✓	Sheriff	1,665
00100.817 ✓	Sheriff – Emergency Services ✓	59425.64.0010 ✓	Machinery and Equipment	13,000
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	31,790
Total				50,455 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures and reimbursement revenue received from state contract E23-089 State Homeland Security Program Grant FY22. The majority of grant funding ($31,309) is for salary and benefits, most of which was already anticipated in our budget, so much of this revenue will return to the general fund. Capital funding ($13,000) is for law enforcement safety and will be used to purchase a ballistic shield rated for rifle rounds, used to protect responders and evacuate civilians from active shooter zones. Remaining funds are for operational supplies, grant administration time, and county indirects.

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

109

H1

SEP 2 6 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 9/26/23**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on September 26, 2023.
Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

See attached Resolution

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Debatables 9-26-23
Revised: 3-04-2019

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

BUDGET RESOLUTION _____, 2023

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on September 26, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

   NonDepartmental – Additional funding needed to cover leave payouts to separating and retiring employees which have occurred at a higher amount than anticipated in the 2023 Budget/$50,000
   Assessor – Upgrade to existing mapping imagery in software system (PACS)/$5,097
   Parks and Facilities – REET – Out of scope project costs exceeded estimates including access control replacements being added to the Juvenile Services facility as a project change order/$198,262
   Public Works – Bullman Beach Water System – Funding needed to cover staff efforts related to the Request for Proposals process, procurement of a new pump with associated installation costs, and expected staff time for chlorine calculations and AsBuilt correction measurements/$25,000

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

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

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.

2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 26 day of September 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, Clerk of the Board

c: Budget Director
Treasurer
Affected Department

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/15/2023 **Budget Hearing/Meeting Date:** 9/26/2023

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291	**Budget Name**	NonDepartmental

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	50,000
Total				50,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291	NonDepartmental	51790.10.0010	Regular Time	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding needed to cover leave payouts to separating and retiring employees which have occurred at a higher amount than anticipated in the 2023 Budget.

County Official Approval: _____

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

RECEIVED
CLALLAM CO. FINANCE
AUG 17 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/16/2023 **Budget Hearing/Meeting Date:** 9/26/2023 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_x_ ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.211	**Budget Name**	Assessor

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	5,097
Total				5,097 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.211 ✓	Assessor ✓	51424.41.0161	High Resolution Imagery	5,097
Total				5,097 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Upgrade to existing mapping imagery in software system (PACS). This was not anticipated to be available at the time our budget was adopted last year. GIS in PACS is antiquated and barely usable and will no longer be supported by the vendor. Integrating Matix will create functionality needed to utilize PACS GIS for appraisals, administrative use and mapping.

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

RECEIVED
CLALLAM CO. FINANCE
AUG 30 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: August 29, 2023 **Budget Hearing/Meeting Date:** September 26, 2023 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30101.911. ✓	**Budget Name**	Parks and Facilities – REET ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities REET	50800.00.0000	Ending Fund Balance	$198,262
Total				$198,262 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities REET	59419.63.2125 ✓	Courthouse Access Control Systems	$198,262
Total				$ 198,262 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Out of scope project costs exceeded estimates, and access control replacements were added to the Juvenile Services facility as a project change order, resulting in increased project cost. INCLUDING BEING THAT AFTER FACTORING IN PRIOR YEAR BUDGET CARRYOVER EXCEEDED TOTAL PROJECT ESTIMATE BY $134,462.

County Official Approval: Rick McLean

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

104

RECEIVED
CLALLAM CO. FINANCE
SEP 01 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 08.31.23 **Budget Hearing/Meeting Date:** 09.26.23 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_X_ ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	43401.611 ✓	**Budget Name**	Public Works – Bullman Beach Water System ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	PW – Bullman Beach Water System ✓	50800.00.0000 ✓	Ending Fund Balance	$25,000
Total				$25,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	PW – Bullman Beach Water System ✓	53450.41.7777 ✓	Other Services and Charges	$25,000
Total				$25,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Staff efforts relating to the Request for Proposals process, including open house meetings and community outreach meetings, were not included in 2023 Budget. Procurement of a new pump, with associated installation costs, was also not factored in. Expected additional staff time in the third and fourth quarters for chlorine calculations and AsBuilt correction measurements are also included in this dollar amount.

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