



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, September 19, 2022 – 8:00 a.m.

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Letter of support for Clallam Transit System regarding Washington State Department of Transportation Consolidated Grant Program 2023-2027

Letter of support 

3. Resolution appointing Sarah K. Woodward to the Homelessness Task Force

Resolution 

4. Resolution appointing Anne E. Grover to the Behavioral Health Advisory Board

Resolution 

5. Purchase order with GovConnection, Inc for annual subscription of VMWARE Licensing

Purchase order 

6. Clallam County Fair update

Update 

7. Parks, Fair, and Facilities fee schedule update

Update 

8. Clallam County Poet Laureate Program

Discussion and next steps 

Community Development

9. Agreement with City of Port Angeles for Steam Water Quality Monitoring 2022-2026

Agreement 

10. Agreement amendment #3 with Washington State Recreation and Conservation for the Lower Dungeness Restoration Project Sheriff's Office

Agreement amendment 3 

Sheriff's Office

11. Contract with Washington State Department of Commerce for Olympic Peninsula Narcotics Enforcement Team OPNET expenses

Contract 

12. Agreement with Washington Traffic Safety Commission for traffic safety emphasis patrols

Agreement 

13. Discussion and request to approve Sheriff's Office regarding hiring and retention incentives (4a)*

Discussion and request to approve 

14. Briefing and notice of hearing to be held Tuesday, October 11, 2022 at 10:30 a.m. for an Ordinance repealing in its entirety Chapter 7.01 Junk Dealers – Secondhand Dealers

Briefing and notice for hearing 

Public Works

15. Briefing and call for hearing to be held Tuesday, October 25, 2022 at 10:30 a.m. regarding a proposed vacation of a portion of Hazel Street

Briefing and notice for hearing 

16. Agreement amendment 6 with Robinson Noble for Carlsborg UGA Water Right Project

Agreement amendment 6 

17. Memorandum of Understanding with Clallam County PUD No. 1 for Carlsborg Water Supply (2e)*

Memorandum of understanding 

18. Letter of support and landowner agreement for Olympic Discover Trail

Letter of support and landowner agreement 

19. Discussion regarding RAISE Grant for the Olympic Discovery Trail Project

Discussion 

Board of Commissioners

20. Briefing and notice of hearing to be held Tuesday, October 11, 2022 at 10:30 a.m. for a Resolution Adopting Amendments to Policy 220 Classification, Work Hours, and Compensation

Briefing and notice for hearing 

21. Discussion regarding representation for the Legislative Steering Committee and the Federal Issues and Relations Committee

Discussion 

22. American Rescue Plan Act ARPA discussion and next steps regarding the Field Arts and Events Hall

Discussion and next steps 

23. Discussion and next steps regarding Recompete Act

Discussion and next steps 

Budget

24. Agreement amendment 2 with Clallam County PUD for American Rescue Plan Act Funds

Agreement amendment 2 

General Discussion/Items for Future Agendas

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

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
9/19/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 9-19-22

REGULAR AGENDA ☒ Meeting Date: 9-27-22

Item summary:

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

Executive summary:

Clallam Transit System ("CTS") operates complimentary, American with Disability Act, mandated paratransit service within Clallam County in conjunction with its fixed-route service. This mode of service is costly in comparison to fixed-route service, but so vital and necessary to ensure the mobility needs are met for the residents with disabilities within Clallam County. CTS has been successful in applying for and awarded approximately 45 to 50 percent of the operating costs through grants available from the Washington State Department of Transportation Consolidated Grant Program. The funds have been and will continue to be a combination of Federal and State funds.

It is once again time for us to apply for the upcoming 2023-2025 and 2025-2027 biennia. If successful, our application could bring approximately \$5,250,000 of funding to CTS for paratransit operations over the upcoming four-year period. Competitive funds are available and necessary for the long-term sustainability of public transportation in our communities.

As part of the process, letters of support are required. Kevin Gallacci – General Manager Clallam Transit respectfully asks for a letter of support for this project.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Kevin Gallacci-
Clallam Transit General Manager

Relevant Departments: Board of Commissioners

Date submitted: 9-13-22

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

Clallam Transit support letter DOT grant 9-27-22

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

Revised: 3-04-2019

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



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
BILL PEACH, District 3

RICH SILL, County Administrator

September 27, 2022

Kevin E. Gallacci, General Manager
Clallam Transit System
830 West Lauridsen Boulevard
Port Angeles, Washington 98363

RE: Washington State Department of Transportation Consolidated Grant Program 2023-2027

Dear Mr. Gallacci:

On behalf of the Clallam County Board of Commissioners, we strongly support Clallam Transit System's ("CTS") application for approximately \$5,250,000 of operating funds to support continued paratransit operation over the next two biennia. Many individuals and overburdened communities of Clallam County, including the elderly, youth, and disabled, need travel options to access work, medical appointments, education, and other purposes within the county and local public transit modes of service may be their only means of travel.

As traffic volume continues to grow in Clallam County, the need for robust and desirable public transit is so very important to support all the communities within the county. This further extends the need for those who cannot drive, cannot always access fixed-route bus service and greatly depend upon reliable paratransit service. With CTS's fixed-route service expansion plans, this will contribute to and further benefit communities with extended paratransit service availability as this service is mandated to operate in conjunction with fixed-route services.

It is my understanding that paratransit is considerably higher cost service to operate per passenger in comparison to fixed-route service. As needs continue to grow and costs inflate, it becomes even more necessary to augment a portion of this service with operating funds to provide long term sustainability for CTS, this grant will enable CTS to continue to support our many seniors, youth, residents with disabilities and folks who simply do not or who cannot drive and finding their access to jobs and basic services by removing transportation barriers.

The Clallam County Board of Commissioners supports Clallam Transit in applying for this funding opportunity in hopes to provide the best possible solutions for our public transportation and provide operating funding for paratransit service over the next several years.

Sincerely,

Clallam County Board of Commissioners

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

3
9/19/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 9/19/22**

REGULAR AGENDA ☒ **Meeting Date: 9/27/22**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Homelessness Task Force due to a resignation.

A press release was issued during the month of June 2022 soliciting applications.

Homelessness Task Force Membership reviewed application and made a recommendation to appoint Sarah K. Woodward to the Homelessness Task Force.

Health and Human Services Department Director endorses the appointments.

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 appoint.

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

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

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

Date submitted: 9-14-22

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

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



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Homelessness Task Force due to a resignation.
2. A press release was issued during the month of June 2022 soliciting applications.
3. The Homelessness Task Force reviewed applications and recommended the appointment of Sarah K. Woodward to the Homelessness Task Force.
4. The Health and Human Services Department endorses the appointment of Sarah K. Woodward to the Homelessness Task Force.

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

1. **Sarah K. Woodward** is appointed to the Domestic Violence / Sexual Assault Providers position for a term expiring December 31, 2023.

PASSED AND ADOPTED this 27th day of September 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.50
Appointee(s) / HHS



AGENDA ITEM SUMMARY

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

4
9/19/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 9-19-22**

REGULAR AGENDA ☒ **Meeting Date: 9-27-22**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Behavioral Health Advisory Board.

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

The Behavioral Health Advisory Board reviewed the application and recommended the appointment of Anne E. Grover to the Behavioral Health Advisory Board.

Health and Human Services Deputy Director endorses the appointment of Anne E. Grover to the Behavioral Health Advisory Board.

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

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

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

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

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

Date submitted: 9-14-22

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

Behavioral Health Advisory Board Grove 9-27-22

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

Revised: 3-04-2019



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board.
2. A press release was issued during the month of June 2022 soliciting applications from interested citizens.
3. The Behavioral Health Advisory Board reviewed the application and recommended the appointment of Anne E. Grover to the Behavioral Health Advisory Board.
4. Health and Human Services Deputy Director endorses the appointment of Anne E. Grover to the Behavioral Health Advisory Board.

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

1. **Anne E. Grover** is appointed as the Consumer / Past Consumer of Mental Health Services representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 27th day of September 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.52
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

5
9/19/22

Department: INFORMATION TECHNOLOGY

WORK SESSION ☒ **Meeting Date: 09/19/2022**

REGULAR AGENDA ☒ **Meeting Date: 09/27/2022**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: NEED BOCC CHAIR SIGNATURE ON PURCHASE ORDER THAT IS OVER DEPARTMENT SIGNATORY LIMIT. PURCHASE ORDER IS FOR AN ON-GOING ANNUAL SUBSCRIPTION OF "VMWARE" LICENSING. THE FUNDS FOR THIS RENEWAL ARE ALLOCATED AND AVAILABLE IN DEPARTMENT GENERAL FUND 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?** ☐
FUNDS ARE ALLOCATED AND AVAILABLE IN I.T. DEPT BUDGET FOR THIS PURCHASE.
NO NEW BUDGETARY IMPACT.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
RECOMMEND BOCC CHAIR TO SIGN ATTACHED PURCHASE ORDER

County Official signature & print name:  MARK DOTEN

Name of Employee/Stakeholder attending meeting: MARK DOTEN, IT DEPT HEAD

Relevant Departments: I.T.

Date submitted: 9/14/22

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



CLALLAM COUNTY

Information Technology Department

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

06/03/2022

GovConnection, Inc (0000674)

730 Milford Rd

Merrimack, NH 03054

Attn: **Tim Vanasse** tvanasse@govconnection.com

Phn: 800-800-0019 x33011

Fax: 603-683-1204

P.O.#.....

Budget#...

SRF#.....

Dept.....

For.....

IT20220603

00100.411.51888.48.0140

N/A

Information Technology (IT)

VMware Renewal: Aug 2022 - August 2023

VMware Horizon Enterprise Edition: Per Quote # 25358649.01. Subscription Terms 08/20/2022 to 08/19/2023

Dear Tim:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
VS7-ENT-P-SSS-C	Production SnS vSphere 7 Enterprise 1 Processor 1 Year VMware Renewal Licensing	728.10	4	2,912.40
VCS7-FND-P-SSS- C	Production SnS for vCenter Server 7 Foundation for vSphere 7 4 Hosts Per Instance 1 Year VMware - Licensing	662.00	1	662.00
VCS7-STD-P-SSS- C	Corp. Production SnS vCenter Server 7 Standard for vSphere 7 Per Instance 1 Year VMware - Licensing	1,544.00	1	1,544.00
VR-LIS80-25-P-S SS-C	Corp. Production SnS vReal Log Insight 8 25 OS Instances 1Year VMware - Licensing	1,288.00	1	1,288.00
VS7-EPL-P-SSS-C	Production SnS for vSphere 7 Enterprise Plus 1 Processor 1 Year VMware Renewal Licensing	883.54	12	10,602.48
HZ8-ENN-10-1Y-T LSS-C	Corp. Horizon 8 Enterprise Term License w / Production SnS 10 Named Users 1 Year VMware - Licensing	933.85	40	37,354.00

Subtotal: 54,362.88

8.8% Tax: 4,783.93

Shipping: 0.00

Total: 59,146.81

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

Thank you.

Sincerely,

Mark Doten
Information Technology Director

Rich Sill
Clallam County Administrator

Xc: Monicka Anderson, Mark Doten



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Timothy Vanasse
Phone: (800) 800-0019 ext. 33011
Fax: (603) 683-1204
Email: tim.vanasse@connection.com

25371558.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 9/13/2022

Valid Through: 10/13/2022

Account #: 8786252, 8786254

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Tess Teel
Email: tteel@co.clallam.wa.us

Phone: (360) 417-2349
Fax: (360) 417-2470

QUOTE PROVIDED TO:	SHIP TO:
AB#: 8786252 CLALLAM COUNTY INFO TECHNOLOGY DEPT ACCOUNTS PAYABLE 223 E 4TH ST STE 13 PORT ANGELES, WA 98362 (360) 417-2349	AB#: 8786254 CLALLAM COUNTY INFORMATION TESS TEEL 223 EAST 4TH ST/SUITE 13 INFORMATION TECHNOLOGY DEPT PORT ANGELES, WA 98362 (360) 417-2349

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
		Small Pkg Ground Service Level	.00 lbs	Net 30	NCPA 01-44

Important Notice: -- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	4	38304907	VS7-ENT-P-SSS-C	Production SnS vSphere 7 Enterprise 1 Processor 1 Year Vmware Renewal Licensing	Vmware Renewal Licensing	\$ 728.10	\$ 2,912.40
2	1	41047901	VCS7-FND-P-SSS-C	Production SnS for vCenter Server 7 Foundation for vSphere 7 4 Hosts Per Instance 1 Year VMware - Licensing	VMware - Licensing	\$ 662.00	\$ 662.00
3	1	38294849	VCS7-STD-P-SSS-C	Corp. Production SnS vCenter Server 7 Standard for vSphere 7 Per Instance 1 Year VMware - Licensing	VMware - Licensing	\$ 1,544.00	\$ 1,544.00
4	1	41323785	VR-LIS80-25-P-SSS-C	Corp. Production SnS vReal Log Insight 8 25 OS Instances 1Year VMware - Licensing	VMware - Licensing	\$ 1,288.00	\$ 1,288.00
5	12	38304974	VS7-EPL-P-SSS-C	Production SnS for vSphere 7 Enterprise Plus 1 Processor 1 Year Vmware Renewal Licensing	Vmware Renewal Licensing	\$ 883.54	\$ 10,602.48
6	40	41254187	HZ8-ENN-10-1Y-T LSS-C	Corp. Horizon 8 Enterprise Term License w / Production SnS 10 Named Users 1 Year VMware - Licensing	VMware - Licensing	\$ 933.85	\$ 37,354.00
						Subtotal	\$ 54,362.88
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 4,783.93
						Total	\$ 59,146.81



ORDERING INFORMATION

GovConnection, Inc. DBA Connection
NCPA Contract # NCPA 01-44
Contract Expiration: 31 October 2023

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

b
9/19/22



AGENDA ITEM SUMMARY

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

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 9.19.2022

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: 2022 County Fair Recap |

Documents exempt from public disclosure attached: ☐

Executive summary:

The 2022 Clallam County Fair was very successful. The attached documents provide analytical support.

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

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

No Action

County Official signature & print name:  Don Crawford, Director

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

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

Date submitted: 9-14-22

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



Clallam County Fairgrounds
Parks, Fair & Facilities Department
1608 W. 16th Street
Port Angeles, WA 98363

TO: Don Crawford, Director
FROM: Shari Ioffrida, Fair Manager
DATE: September 12, 2022
SUBJ: 2022 Clallam County Fair Statistics

Gate Count: Attendance was 31,509. It is the second highest fair attendance (2006).

Gate Receipts: The fair revenue is \$163,614. The budgeted revenue was \$136,000.

Carnival Proceeds: The carnival percentage we received was \$79,012. The budgeted revenue was \$53,000. All-time Record

Food Vendors: The concessionaire revenue was \$36,953 (up \$9,494 from 2019)

Note:

We are still collecting revenue in certain categories, including concessionaire money, percentage of ATM withdrawals, wristbands, etc.

Next Year's Fair Dates: August 17-20, 2023

CLALLAM COUNTY FAIR STATISTICS / SUMMARY

<u>GATE RECEIPTS</u>	<u>2014</u>	<u>2015</u>	<u>*2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>**2020</u>	<u>**2021</u>	<u>2022</u>
Thursday	27,051.00	27,113.31	23,793.00	27,128.00	26,584.80	28,064.00	0.00	0.00	\$30,109.00
Friday	24,438.00	28,408.00	23,626.00	27,612.00	29,081.90	29,865.00	0.00	0.00	\$34,293.00
Saturday	46,832.00	44,663.00	38,304.00	41,749.00	46,417.05	50,759.00	0.00	0.00	\$61,204.00
Sunday	30,655.20	30,259.00	29,828.00	29,220.00	\$29,084.00	\$30,776.00	0.00	0.00	\$38,008.00
Total Gate	128,976.00	130,443.31	115,551.00	125,709.00	131,167.75	139,464.00	0	0	\$163,614.00
Pre-Fair Sales	4,194.00	3,580.00	4,001.00	2,704.00	2,745.00	3,632.00	0	0	\$2,239.00
GRAND TOTALS	\$133,170.00	\$134,023.31	119,552.00	128,413.00	133,912.75	143,096.00	0	0	\$165,853.00

*note: not the final total for 2022

<u>GATE COUNT</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>**2020</u>	<u>**2021</u>	<u>2022</u>
Thursday	6,387	6,403	6013	6,487	6,380	6,724	0	0	6,379
Friday	5,416	6,029	5244	5,770	6,022	6,242	0	0	6,806
Saturday	9,628	9,337	8039	8,715	9,398	10,088	0	0	11,096
Sunday	7,336	6,627	6563	6271	6222	6461	0	0	7,227
TOTALS	28,767	28,396	25,859	27,243	28,022	29,515	0	0	31,508

<u>CONCESSION PROCEEDS</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>**2020</u>	<u>**2021</u>	<u>2022</u>
TOTALS	\$17,125.82	\$20,311.13	17,813.68	19,144.93	19,772.06	27,759.43	0.00	0.00	36,654.33

<u>CARNIVAL PROCEEDS</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>**2020</u>	<u>**2021</u>	<u>2022</u>
TOTALS	\$49,103.59	51,781.88	46,191.07	49,432.40	52,389.33	56,579.81	0.00	0.00	79,011.64

*2016
Record
Breaking
Heat all
four days
(Thurs-
Sat in the
90's)

**2020 &
2021 Fairs
cancelled
due to
Covid-19
pandemic



7
9/19/22

AGENDA ITEM SUMMARY

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

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 9-19-22

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

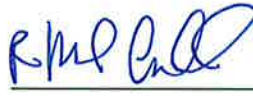
A strategy to better manage Park, Fair, and Facility Departmental Fees through the use of the Consumer Price Index.

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

NO direct budgetary impact but a drastic improvement in managing relevant department fee schedules.

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

Provide informal guidance to further investigate and formulate the specific policies and procedures to formally implement this strategy.

County Official signature & print name:  Don Crawford, Director

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

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

Date submitted: 9-12-22

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

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

CPI Fee Schedule Strategy Agenda item summary

Revised: 3-04-2019



Clallam County Parks, Fair, and Facilities

Master Fee Schedule CPI Strategy 9.19.2022

Current Conditions

Parks, Fair, and Facilities Department (PFF) has many fees overseen by multiple boards. Fees are adjusted infrequently and lack a systemized adjustment method. Consequently, the public does not receive infrequently substantial fee adjustments well.

Opportunity

PFF wishes to consider adopting a system that utilizes the Consumer Price Index (CPI) to make a single PFF Master Fee adjustment as appropriate.

Specifically, PFF, CFO, and County Administrator will strategize a baseline CPI to adjust the Master Fee Schedule annually. Any increase should be rounded to the nearest one dollar for ease of accounting.

This new methodology will adhere to accepted protocols for incorporation into the County Code. Explicitly requiring a Work Session, a Regular Meeting, a Public Hearing, and requisite approvals from the Park or Fair Volunteer Board (Clallam County Code Sections 23.01.030 & 23.05.050).

The CPI Methodology will not existing related policies and procedures; it simply aids the PFF Department in managing fees effectively.

Justification

- Provide a consistent, systematic, and logical method for fee management.
- Ensure department fees keep pace with operating expenses.
- Maintain parity of county parks and fair facilities fees with peers.

Implementation

The current fee schedule will receive a one-time adjustment consideration. Subsequent adjustments will occur according to the adopted methodology.

Individual fees can be adjusted at any time per the county's needs. However, the CPI system will render the individual fee adjustment a rarity.

Actions

PFF is pursuing the following actions.

1. Compilation of departmental fees onto a single "Master Fee Schedule."
2. Identification of the date of the most recent individual fee adjustment.
3. Collaboration with Finance Department and County Administrators Office to craft a simple and replicable method for utilizing the CPI.
4. Garner the appropriate degree of approval from the various volunteer boards and the BOCC to implement the methodology.

Crawford, Donald

From: Stanley, Elizabeth
Sent: Friday, September 9, 2022 4:15 PM
To: Crawford, Donald; Cincotto, Kari
Cc: Reyes, Tom; Lane, Mark; Boughton, Dee
Subject: RE: Status update on recent PFF CPI Fee System Legal Action Request

Hi Don,

I have reviewed your Legal Action Request and supporting documentation. It is my understanding that your department will be seeking to update all Parks Fees and Fairs Fees on an annual basis and that you would like the fee increases to be based on the Consumer Price Index. These fee increases would not be "automatic" but would be presented by PFF to the BOCC each year for approval.

Your proposal seems feasible and does not require any changes to the current process for changing fees. PFF can present an updated fee schedule to the BOCC at any time and these changes can be made as often as you would like. This can be on an annual, biannual, or semi-annual basis. Fee Schedules are incorporated into the County Code, so each change must be done by ordinance. This requires a Work Session, a Regular Meeting, and a Public Hearing. The process for changing fees is the same whether the fee changes are based on the CPI or are changed for other reasons.

For these Parks and Fairs fees, the Parks Board or the Fair Board must be consulted when the fee changes are made. This is due to the requirements of County Code. Clallam County Code Section 23.01.030 requires the Parks Board to advise and assist in the

1

management of the Parks and setting fees for the parks falls within their purview. Similarly, Clallam County Code Section 23.05.050 requires the Fair Board to advise and assist in the operations of the Fair and the Fairgrounds. These Boards should be consulted prior to fee changes being brought to the BOCC.

Please let me know if you have any follow up questions or if you would like to discuss in more detail.

Also – I have cc'ed Dee Boughton on this email. He is the Civil DPA in our office who generally handles Parks, Fairs, and Facilities requests. Have you had a chance to meet Dee or to meet our elected Prosecutor Mark Nichols? I want to make sure you are properly introduced to our office and all of the attorneys that you will be working with at the County. If you haven't met them yet, I would like to set up a meeting for general introductions. Let me know!

Thanks,
Elizabeth

Elizabeth Stanley | Chief Civil Deputy Prosecuting Attorney | Clallam County
223 E. 4th Street, Ste. 11 | Port Angeles, WA 98362 | ☎ 360.417.2426 | ✉ elizabeth.stanley@clallamcountywa.gov

From: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Sent: Friday, September 9, 2022 12:41 PM
To: Stanley, Elizabeth <elizabeth.stanley@clallamcountywa.gov>; Cincotto, Kari <kari.cincotto@clallamcountywa.gov>
Cc: Reyes, Tom <tom.reyes@clallamcountywa.gov>; Lane, Mark <mark.lane@clallamcountywa.gov>
Subject: Status update on recent PFF CPI Fee System Legal Action Request

I have attached the previously requested documentation along with the previously submitted documents. I appreciate the assistance.

R.Donald Crawford, CGM

Director

Clallam County

Parks, Fair, and Facilities

223 East Fourth Street, Suite 7

Port Angeles, WA 98362-3000



**LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY**

DEPARTMENT: *Parks, Fair, and Facilities*

DATE: *August 17, 2022*

Response needed by:

Monday, September 5, 2022

Legal action requested or question you desire to be answered:

Review the concept discussed in the document for legal considerations. The document does not require action by BOCC, simply informal guidance. The concept is a collaboration between PFF, CFO, and County Administrator

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes [☐] No [X]
- Have you previously submitted subcontracts under the grant or contract for review? Yes [☐] No [X]
- If both responses are "yes," identify:
 - Granting/contracting entity: _____
 - Grant/contract number: _____
 - Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Don Crawford 2429
Official Requesting Action Ext.

PROSECUTING ATTORNEY USE ONLY:

Referring Dept.	_____
Date Received	_____
Opinion Rendered	_____
Reviewed by MBN	_____

Disclaimer: Each department shall retain their **original** Legal Action Request (LAR). The Prosecuting Attorney's Office shall retain a duplicate copy of the LAR until no longer needed for agency business, then destroy pursuant to the Office of the Secretary of State, Washington State Archives, Local Government Common Records Retention Schedule, 1.8 Legal Affairs, (DAN) GS52-02-05, Legal Advice, Analysis, and Opinions – Secondary Copies, Retention and Disposition Action.

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2022				
RENTALS – FAIR EVENT FEES				
DAILY ADMISSION	FEE	REFERENCE / COMMENTS	Date last updated	Approval required by BOCC
Adult	\$8		2013	yes
Student/Senior	\$6		2013	yes
Youth	\$5		2013	yes
Child 5 Years or Younger Accompanied by an Adult	Free		2013	yes
Thursday – Kids’ Day, 12 Years and Under	Free		2013	yes
SEASON PASS	FEE	REFERENCE / COMMENTS		
Adult	\$24		2013	yes
Student/Senior	\$18		2022	yes
Youth	\$15		2022	yes
Worker – 2 Passes per Leased Space	Free			
Worker – Passes Purchased Prior to First Day of Fair; up to 8 Additional	\$10 each		2022	yes
Worker – Dry Creek Grange, Lions Club up to 20 Additional Passes	\$10 each		2022	yes
Volunteer – Youth Animal Exhibitor	\$4 per person		2022	yes
Volunteer – Youth Animal Exhibitor Assistant	\$5 per person		2022	yes
Volunteer – Fair Worker	\$4 per person		2013	yes
Volunteer – 4-H Leader	\$5 per person		2022	yes
PARKING/CAMPING	FEE	REFERENCE / COMMENTS		
Reserved Parking Pass (Lot #1)	\$25 per vehicle/Fair week		2022	yes
Overnight Camping/Parking Pass Non-Utility site outside fence, east side (Camping Area E) Utility site inside fence, east side (Camping Area D) Vendor/Carnival area, west side (Lot #4) Superintendent Camping Assistant Superintendent Camping	\$35 per vehicle/Fair week \$60 per vehicle/Fair week \$18 per vehicle/per night \$20 per vehicle/Fair week \$20 per vehicle/Fair week		2022	yes
VENDOR BOOTH	FEE	REFERENCE / COMMENTS		

Merchants Building	\$275		2022	yes
Merchants Annex	\$225		2013	yes
Wasankari Log Cabin	\$200		2022	yes
Inside Space in a Building (10' x 10') (without power, excluding Merchants Building)	\$200		2022	yes
Outdoor Space on Grounds (10' x 10') (without power)				yes
Informational Only (Non-Profit)	\$150		2013	
Commercial Only (Non-Food)	\$200		2022	
Electricity	\$25		2013	
			2022	yes
FOOD VENDOR BOOTH	FEE	REFERENCE / COMMENTS		
Outdoor Only	\$400 or 18% of gross sales, whichever is greater		2013	yes
RENTALS – NON-FAIR EVENT FEES¹				
BUILDING	FEE	REFERENCE / COMMENTS		
Home Arts Building				yes
Non-Profit	\$350/day		2022	
Profit and Private	\$450/day		2022	
Stage Lighting System	\$100/day		2013	
Refundable Damage/Cleaning Deposit	\$200		2013	
Floral Building	\$150/day		2022	yes
Exposition Hall				yes
Non-Profit	\$250/day		2022	
Profit and Private	\$350/day		2022	
Refundable Damage/Cleaning Deposit	\$200		2013	
Fair Kitchen				yes
Non-Profit	\$125/day		2022	
Profit and Private	\$150/day or 18% of gross sales, if concessioned, whichever is greater		2013	
Dining Area Only				
Non-Profit	\$60/day		2013	
Profit and Private	\$100/day		2022	
Refundable Damage/Cleaning Deposit	\$200		2022	
Art or Agriculture Building				yes
Non-Profit	\$50/day		2013	
Profit and Private	\$100/day		2022	
Merchants Building				yes
Non-Profit	\$75/day		2022	
Profit and Private	\$150/day		2022	
Cat Barn				yes
Non-Profit	\$50/day		2013	
Profit and Private	\$100/day		2022	

Dog Barn Non-Profit Profit and Private	\$50/day \$100/day		2013 2022	yes
Cattle Barn Non-Profit Profit and Private	\$50/day \$100/day		2013 2022	yes
Poultry/Rabbit Barn Non-Profit Profit and Private	\$50/day \$100/day		2013 2022	yes
Multipurpose Barn (Cattle Barn #2) Non-Profit Profit and Private	\$50/day \$100/day		2013 2022	yes
Sheep/Goat Barn Non-Profit Profit and Private	\$50/day \$100/day		2013 2022	yes
Swine Barn Non-Profit Profit and Private	\$40/day \$80/day		2013 2022	yes
Horse Barns Stalls Non-Profit Stalls Profit and Private Non-Profit Profit and Private	\$10 per stall/day \$15 per stall/day \$150 per barn/day \$200 per barn/day	3 Horse Barns available.	2022 2022 2022 2022	yes
Arena Dog Livestock Sheep/Swine Horse (Warm Up Arena included) Daily Use Fee Arena Surface Grooming Refundable Damage/Cleaning Deposit	\$50/day \$50/day \$50/day \$150/day \$10/day \$100/each time worked/day \$200	Daily Use Fee does not include Arena being worked and watered.	2022 2022 2022 2022 2022 2013	yes
Miscellaneous Areas Plaza KidZone North Parking Lot #2 East Camping Area D Wasankari Log Cabin Carnival Non-Commercial Commercial Non-Profit	\$150/day \$150/day \$200/day \$150/day \$100/day \$300/day plus \$200 Refundable Damage/Cleaning Deposit \$500/day ¹ plus \$400 Refundable	KidZone Rental excludes Wasankari Log Cabin. Excludes Camping. Excludes Camping.	2022 2022 2022 2022 2022 2022 2013 2013	yes yes

	Damage/Cleaning Deposit \$100/day plus \$100 Refundable Damage/Cleaning Deposit		2013	
Information and Ticket Booths	\$20 each/day		2022	yes
			2022	yes
Food Concession	\$100/day or 18% of gross sales, whichever is greater		2022	yes
GRANDSTAND	FEE	REFERENCE / COMMENTS		
GRANDSTAND WITH ARENA		Grandstand Seating Capacity 1,600	2022	yes
First Day	\$750		2013	yes
Each Additional Day	\$600/day		2013	yes
GRANDSTAND ARENA ONLY				
Arena	\$200/day		2022	yes
MISCELLANEOUS GRANDSTAND WITH OR WITHOUT ARENA				
Events That Charge Admission	15% of gross sales, in addition to rental fee		2022	yes
Arena Water Use	\$250/event minimum	Fee in addition to rental fee; no use of water truck.	2022	yes
Rodeo Chutes	\$300/day		2013	yes
Stalls/Pens Surrounding Arena	\$100/day		2022	yes
Rodeo Announcer's Booth	\$30/day		2022	yes
Food Concession	\$100/day or 18% of gross sales, whichever is greater		2013	yes
Refundable Damage/Cleaning Deposit				yes
Low Risk Event	\$400		2013	
High Risk Event	\$1,500		2022	
STAGES	FEE	REFERENCE / COMMENTS		
Center Stage	\$100/day		2022	yes
West Stage Area Portable Stage		Staff set-up included.		yes
Profit and Private				
First Day	\$500		2013	
Each Additional Day	\$400/day		2013	
Non-Profit				
First Day	\$350		2013	

Each Additional Day Stage Extensions First Day	\$250/day		2013	
Each Additional Day Refundable Damage/Cleaning Deposit	\$100 \$50/day \$400		2013 2013 2013	
West Stage Portable Stage – used outside the West Stage Area		Per contract.		yes
Fairgrounds	\$200 moving fee		2013	
First Day	\$300		2013	
Each Additional Day	\$200/day		2013	
Stage Extensions				
First Day	\$150		2013	
Each Additional Day	\$100/day		2013	
Off Fairgrounds				
First Day	\$500	Moving fees	2013	
Each Additional Day	\$400/day	vary and are	2013	
Stage Extensions		charged by an		
First Day	\$150	independent	2013	
Each Additional Day	\$100/day	trucking	2013	
Refundable Damage/Cleaning Deposit	\$500	company	2013	
		arranged by		
		County		
		Maintenance.		
AUDIO-VISUAL EQUIPMENT	FEE	REFERENCE / COMMENTS		
Spotlight (1)	\$100/day		2022	yes
Light Tree with 4 Lights (2)	\$75 each/day		2022	yes
10' Light Truss with 6 Lights (1)	\$75/day		2013	yes
Wired Microphone with Stand	\$50/day		2022	yes
Wireless Microphone	\$100/day		2022	yes
75' 16-channel Wire Snake	\$75/day		2022	yes
Public Address Speakers with Stands	\$100/pair/day		2022	yes
Refundable Damage/Cleaning Deposit	\$200		2013	yes
MISCELLANEOUS EQUIPMENT	FEE	REFERENCE / COMMENTS		
Interior Portable Stage	\$20/section/day	Ten (10) 4' x 8' sections available.	2022	yes
Round Table 60" Diameter	\$10/day		2022	yes
Rectangular Table 8' in Length	\$10/day		2022	yes
Dividers	\$5/each/day		2022	yes
Chairs	\$2/each/day		2022	yes
Picnic Tables	\$8/each/day		2022	yes
Benches	\$6/each/day		2022	yes
Bleachers				yes
	\$50/event		2013	

Fairgrounds	\$100/event		2013	
Off Fairgrounds	\$75/hour		2013	
Moving Fee (2 Staff Members)	\$300/event		2013	
Refundable Damage/Cleaning Deposit				
OVERNIGHT CAMPING	FEE	REFERENCE / COMMENTS		
Utility Site (Clallam County Resident)	\$30/vehicle/site/night	Includes use of restrooms, showers, and garbage receptacles.	2022	yes
Utility Site (Non-County Resident)	\$34/vehicle/site/night		2022	
Non-Utility Site (Clallam County Resident)	\$24/vehicle or tent site/night		2022	
Non-Utility Site (Non-County Resident)	\$28/vehicle or tent site		2022	
Non-Profit Youth Organization	\$2/person/night (RVs pay the utility rate)		2013	
VEHICLE STORAGE	FEE	REFERENCE / COMMENTS		
RVs/Trailers/Boats/Cars		Available starting September 1 and ending May 31 the following year, and is first come, first served.		yes
Vehicle/Equipment under 10' tall	\$3.50/linear foot/month		2022	
Vehicle/Equipment over 10' tall	\$4.00/linear foot/month Leasehold Excise Tax will be added to fees as appropriate ²		2022	
MISCELLANEOUS	FEE	REFERENCE / COMMENTS		
Additional County Staff Time	\$45/hour		2013	yes
Fair Grievance Fee	\$25	Fee refunded if Grievance is found in favor of Grievant.	2022	yes

¹ 50% off profit and private rental fees on all facilities when used by a 4-H or FFA sanctioned event.

² The current Leasehold Excise Tax Rate is 12.84% and is subject to change without notice.

PARKS DEPARTMENT FEE SCHEDULE 205-A EFFECTIVE 2019				
OVERNIGHT CAMPING	FEE	REFERENCE	Date last updated	Approval required by BOCC
Dungeness and Salt Creek Non-hookup sites County residents Non-county residents Hookup sites County residents Non-county residents Hiker/Biker sites (designated) Second vehicle fee Reservation fee	 \$22 per campsite \$26 per campsite \$28 per campsite \$33 per campsite \$7 per person \$5 per vehicle \$10 per reservation		2019	yes
Dungeness Group Area ¹ Nonprofit Youth Organization Nonrefundable reservation fee Per person fee for over 10 Other Groups Nonrefundable reservation fee Per person fee	 \$30 per night \$4 per night \$50 per night \$5 per night		2019	yes
Pillar Point – off season September 15 through April 15 in lower parking lot only	\$50 per season		2011	yes
Camp David Jr. (groups of 1-100) ² Cabins 1, 2, 3, 7, 8, and 9 (ea) County resident – youth County resident/non-county youth Non-county adult	 \$47 per night \$62 per night \$72 per night		2016	yes

PARKS DEPARTMENT FEE SCHEDULE 205-A EFFECTIVE 2019				
Cabins 4 and 6 (ea) County resident – youth County resident/non-county youth Non-county adult	\$42 per night \$57 per night \$67 per night		2016	yes
Staff Duplex 11 County resident – youth County resident/non-county youth Non-county adult	\$57 per night \$72 per night \$82 per night		2016	yes
Beach Cabin 13 County resident – youth County resident/non-county youth Non-county adult	\$62 per night \$82 per night \$97 per night		2016	yes
Full camp (groups requesting exclusive use of all facilities) County resident – youth County resident/non-county youth Non-county adult	\$485 per night \$640 per night \$745 per night		2016	yes
Lodge Fee (Nightly) County resident group – adult Non-county resident group – adult	\$100 per night \$150 per night		2016	yes
OVERNIGHT CAMPING	FEE	REFERENCE	2016	yes
Cots for additional capacity (ea) County resident – youth County resident/non-county youth Non-county – adult	\$4 per night \$5 per night \$7 per night		2016	yes
Beach Cabin 13 (Monday-Thursday) County resident Non-county resident	\$102 per night \$127 per night		2016	yes

PARKS DEPARTMENT FEE SCHEDULE 205-A EFFECTIVE 2019				
Beach Cabin 13 (Friday-Sunday) County resident Non-county resident			2016	yes
	\$127 per night \$162 per night			
DAY USE	FEE	REFERENCE	2016	yes
Camp David Jr. Log cabin Main Lodge County resident Non-county resident	\$30 per day \$175 per day \$250 per day		2016	yes
Salt Creek Picnic Shelter ⁴ Full service use (exclusive use with all amenities) Full day (opening until dusk) Half day (opening until 2 p.m.) Half day (3 p.m. until dusk) Users over 100 No amenities Full day (opening until dusk) Half day (opening until 2 p.m.) Half day (3 p.m. until dusk)	\$80 \$45 \$45 \$1 each \$40 \$20 \$20		2016	yes
Dungeness Picnic Shelter (Group Camp) Full day (opening until dusk) Half day (opening until 2 p.m.) Half day (3 p.m. until dusk)	\$40 \$20 \$20		2016	yes
MISCELLANEOUS	FEE	REFERENCE	2016	yes
Camp David Jr. reservation fee	\$10 per reservation		2016	yes
Camp David Jr. policy manual First copy Additional copies	\$0 \$2 each		2016	yes
Firewood Camp David Jr., Dungeness, and Salt Creek ⁵	variable		2016	yes
Showers – Dungeness and Salt Creek ⁵	variable		2016	yes
Dump station Registered camper Drop in	\$0 \$10 per use		2016	yes

- ¹ Group must consist of at least 15 but not more than 50 people; groups above this limit must apply for a special occasion permit.
- ² Includes use of the main kitchen, dining hall, and lodge when at least four cabins other than the beach cabin are rented; an additional \$3 per cabin per day shall be charged October 1 through April 30. Fees are based on the facilities used with minimum charges based on rated capacities.
- ³ An additional \$3 per cabin per day shall be charged October 1 through April 30.
- ⁴ Full-service includes exclusive use of picnic shelter and all amenities, for up to 100 users. No charge use is not exclusive use, and does not include use of cook top or sinks.
- ⁵ Fees shall be set by the Parks, Fair, and Facilities Department Director.
- ⁶ Fees shall be set on a case-by-case basis by the Parks, Fair, and Facilities Department Director for uses that fall outside the general fees and charges noted. Fees are based on the additional costs placed on the department to accommodate use, including but not limited to: staff time (including benefits), equipment time, supply costs, utilities, and/or fair market rent.

MISCELLANEOUS	FEE	REFERENCE		
Special occasion permits ⁶			2013	No
Commercial event	\$200			
Private and non-profit group event	\$120			
Other event at Director's discretion	To be determined			
Monthly Rental Fee-Straitside Ranch @RHF	\$35.00		2021	No
Metal Detector Permits- valid for 1 year	\$10.00		2001	No
Memorial Bench/Table Parks Department charges	\$1,200.00		2020	No
Vendor Pilot Rock: charges				
Memorial Bench/Table	\$1,058.00			
Shipping	\$470.00			
Plaque	\$15.00			
Total	\$1,543.00			
(This is a deficit of \$343.00 to Parks Department)				



AGENDA ITEM SUMMARY

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

8
9/19/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 9-19-22

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Poet Laureate Program:

The North Olympic Library System has partnered with Clallam County to develop a first-ever Clallam County Poet Laureate Program. The program is ready to launch and Clair Dunlap from NOLS will share information about the program including timeline for application, the application process and larger vision.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion regarding Poet Laureate Program.

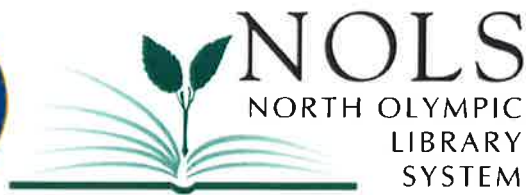
County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Clair Dunlap – North Olympic Library System

Relevant Departments: Board of Commissioners

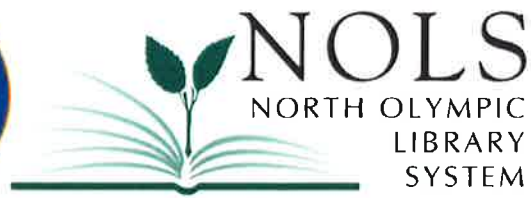
Date submitted: 9-1-22

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



2022 Timeline for Selection of 2023-2025 Clallam County Poet Laureate (1st)

April-Aug 2022	Review timeline, process, budget Library: Prepare application materials, scoring rubric
September 2022	Library: Create press release and other communications Sept 14 – Initial press release; webpage launch Recruit selection committee (5 community members)
October 2022	Selection committee online orientation to review process Applications open October 17 at 9am Host information sessions (1hr) - Saturday Oct 22, 2pm – PA Main Library - Tuesday, Oct 25, noon - Zoom
December 2022	Application deadline: December 2 at 11:59pm Library: Prepares applications for review by selection committee Selection committee reviews applications: Dec 12, 2022 – Jan 6, 2023
January 2023	Committee reviews applicants, reduces to 2-3 finalists: Jan 9 Committee contacts references for each finalist Committee interviews finalists: Jan 18 Library and County: Prepare press release materials in advance of final selection
By Feb 1, 2023	Selection committee sends recommendation to County Commissioners
Feb-March 2023	County Commissioners approve appointment Library and County release joint press release Orientation for Poet Laureate begins
April 1, 2023	Contract start date: April 1, 2023 – March 31, 2025 Kick off inauguration event in April



2023-2025 Clallam County Poet Laureate Application Questions

The following information will be requested from applicants for the Clallam County Poet Laureate position. To submit an application, please visit: [\[INSERT LINK\]](#)

*Indicates that a response must be provided in this field.

Poet Applicant Information

First Name*:

Last Name*:

Email Address*:

Phone*:

Street Address*:

City*:

State*:

Zip*:

Website:

Facebook:

Twitter:

Instagram:

Other Social Media:

Brief Biography (maximum 300 words)*

References

Please provide names and contact information for three (3) individuals who can speak to the following points:

- (1) what is most compelling about this poet's work
- (2) how this poet shown leadership within their poetry community
- (3) this poet's commitment to engaging diverse voices, communities, and perspectives in their outreach

Reference First Name*:

Reference Last Name*:

Reference Email Address*:

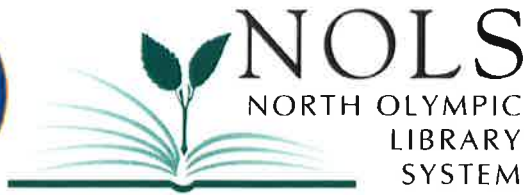
Reference Phone*:

Reference Organization Affiliation:

How do you know this reference?*

Narrative Questions

Statement of Interest, Influences, and Work*



Describe your work as a poet and your interest in the role of Clallam County Poet Laureate. Please be sure to include responses to the following questions:

1. Why do you want to serve as Clallam County Poet Laureate?
2. What experiences have shaped your approach to and/or your beliefs about poetry?
3. What aspects of poetry are you most drawn to and are most passionate about?
4. What poets do you admire for their work and why? What do you think is important for audiences and readers to know about the history of poetry on the Olympic Peninsula and in Clallam County specifically, and why?
5. How does your background and your body of work make you uniquely suited for this role?

Diversity, Equity, and Inclusion (DEI)*

A major goal of the Clallam County Poet Laureate program is to use poetry to bring a variety of voices and perspectives to culturally diverse audiences throughout the county and to bring communities together through poetry. Please be sure to include responses to the following questions:

1. Describe how your lived experience will further this goal of the Clallam County Poet Laureate program.
2. Please describe how you have engaged new and diverse voices in poetry in your past projects, how you engage *with* new and diverse voices in your study of craft, and how might you propose to engage the diverse voices and perspectives of other poets in Clallam County if you were selected as Laureate?

Poetry Promotion and Outreach *

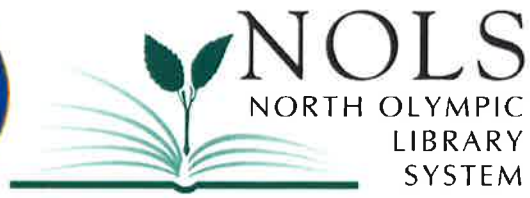
Discuss your commitment to, and history of, working collaboratively within the poetry community to expand audiences for poetry, develop new writers, and promote the work of poets from diverse backgrounds. Please be sure to include responses to the following questions:

1. What experience have you had promoting poetry to the general public?
2. How have you collaborated with and promoted the work of other poets?

Project Management*

The Clallam County Poet Laureate is expected to lead and/or design programs and events in collaboration with community organizations during their tenure. Describe your experience managing past projects and the skills you possess that make you successful in this area. Please be sure to include responses to the following questions:

1. What is an example of a project that you have designed and implemented?
2. Given that there may be more public interest in the Clallam County Poet Laureate program than available resources, how might you prioritize the competing demands for your time and expertise?



Supporting Documentation

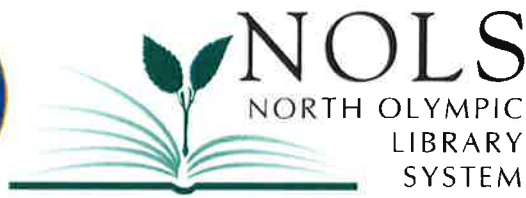
Resume or CV* that shows history of public work including locations, event types, audience sizes and types.

Link(s) to up to three (3) work samples* such as published or unpublished poetry (up to four pages),

photos of creative poetic installations or exhibits, or other examples of your work in one document (.docx or .pdf accepted).

Link(s) to up to five (5) minutes of digital video recording(s): Please also submit link(s) to digital video

recording(s) (up to five minutes) of yourself presenting your work and/or that of another poet



2023-2025 CLALLAM COUNTY POET LAUREATE SELECTION COMMITTEE

Scoring and Review Criteria

Summary of scoring rubric:

	Excellent	Very Good	Good	Fair	Poor	TOTAL
I. Experience as a poet, including proof of accomplishment (50)	41-50	31-40	21-30	11-20	1-10	50
II. Poetry promotion and outreach (20)	17-20	13-16	9-12	5-8	1-4	20
III. Diversity, equity, and inclusion (DEI) (20)	17-20	13-16	9-12	5-8	1-4	20
IV. Ability to plan and execute projects (10)	9-10	7-8	5-6	3-4	1-2	10
TOTAL						100

I. Experience as a poet, including proof of accomplishment (50)

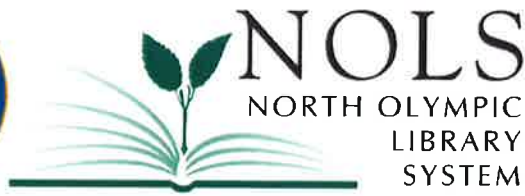
Of 50 possible points:

- Up to **15** points for **work samples and digital video recording**
- Up to **5** points for **references**
- Up to **5** points for **CV** (honors, awards, and publishing history)
- Up to **25** points for answers to **narrative questions**:
 - "How does your background and your body of work make you uniquely suited for this role?"
 - "Why do you want to serve as Clallam County Poet Laureate?"
 - "What significant experiences have shaped your approach to and/or your beliefs about poetry?"
 - "What poets do you admire for their work and why? What do you think is important for audiences and readers to know about the history of poetry on the Olympic Peninsula and in Clallam County specifically, and why?"
 - "What aspects of poetry are you most drawn to and most passionate about?"

II. Diversity, equity, and inclusion (DEI) (20)

Of 20 possible points:

- Up to **15** points for responses to **narrative questions**:
 - "Describe how your lived experience will further this goal of the Clallam County Poet Laureate program."
 - "Please describe how you have engaged new and diverse voices in poetry in your past projects, how you engage with new and diverse voices in your study of craft, and how might you propose



to engage the diverse voices and perspectives of other poets in Clallam County if you were selected as Laureate?"

- Up to **5** points from information provided in **supplementary materials** (such as references and CV) that speak to the applicant's commitment to DEI.

III. Poetry promotion and outreach (20)

Of 20 possible points:

- Up to **10** points for **CV** (events, readings, and talks)
- Up to **10** points for evidence of these skills presented in **other materials and responses to narrative questions**:
 - *"What experience have you had promoting poetry to the general public?"*
 - *"How have you collaborated with and promoted the work of other poets?"*

IV. Ability to plan and execute projects (10)

Of 10 possible points:

- Up to **5** points for **CV** (evidence of having successfully organized and implemented projects)
- Up to **5** points for responses to narrative questions:
 - *"What is an example of a project that you have designed and implemented?"*
 - *"Given that there may be more public interest in the Clallam County Poet Laureate program than available resources, how might you prioritize the competing demands for your time and expertise?"*



AGENDA ITEM SUMMARY

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

9
9/19/22

Department: DCD - Streamkeepers

WORK SESSION ☒ Meeting Date: 9/19/2022

REGULAR AGENDA ☒ Meeting Date: 9/27/2022

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

Item summary:

☒ Contract/Agreement/MOU - Contract # 332.22.007

Documents exempt from public disclosure attached: ☐

Executive summary:

Since 2002, Clallam County has provided water quality monitoring in the streams within the City of Port Angeles under an Interlocal Agreement. The *Streams Water Quality Monitoring* is conducted by volunteers coordinated by the Clallam County Streamkeepers Coordinator.

This Interlocal Agreement with the City of Port Angeles allows the City to reimburse the County up to \$98,000 for services delivered through the years 2022-2026.

This agreement covers the responsibilities of each agency regarding the scope of work, costs, and obligations related to stream water quality monitoring services.

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

Budget adjustment to reflect a revenue increase of \$14,000 for 2022 and \$21,000 annually through 2026.

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

Staff recommends approval of this Interlocal Agreement.

County Official signature & print name: _____ Rich Meier 

Name of Employee/Stakeholder attending meeting: _____ Rich Meier & Joel Green

Relevant Departments: _____ DCD, Budgets

Date submitted: _____ 9/14/2022

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

ILA City of PA
Revised: 3-04-2019

**INTER-LOCAL AGREEMENT
BETWEEN
CITY OF PORT ANGELES
AND
CLALLAM COUNTY
FOR STREAM WATER QUALITY MONITORING
2022 – 2026
PSA-2022-53**

This Inter-Local Agreement is between the City of Port Angeles (herein after referred to as “the City”) and Clallam County (herein after referred to as “the County”) for the purpose of volunteer recruitment, training and coordination for water quality monitoring, and associated data storage and reporting. Funding for this work is through the City of Port Angeles.

WHEREAS, the Inter-Local Cooperation Act, RCW 39.34, provides that any two public agencies of the state having separate authority to exercise a particular power may enter into an agreement for cooperative or joint exercise of that power; and

WHEREAS, the City is a municipal corporation of the State of Washington, and the County is a political subdivision of the State of Washington, and each party has the authority to contract for water quality monitoring services under Article XI § 11 of the Washington State Constitution; Chapter 17.10 RCW; Chapter 36.89 RCW; Chapter 85.15 RCW; and

WHEREAS, the City desires to monitor levels of bacteria, and other water quality parameters in the streams and harbor of Port Angeles, in a systematic and scientific manner; and

WHEREAS, the City would like to use the services of the County’s Streamkeepers program; and

WHEREAS, the County will benefit from the information gathered by the City’s monitoring of the above-mentioned water quality parameters in the County’s own water quality monitoring projects.

Therefore, it is mutually agreed that:

A. The County’s Responsibilities:

1. Project management: The County shall track work hours and budget of the County’s Streamkeepers program to ensure effective expenditure of funds and provide a breakdown of hours and activities on pay applications.
2. Recruit and train volunteers through the County’s Streamkeepers program to perform water-quality monitoring in the Port Angeles area.
3. Devise a sampling plan in conjunction with the City. Sample sites, parameters, and periodicity will be agreed upon by Streamkeepers and the City. Sites will have safe access. Where a sampling site is not accessible from a public road or other easement, the City will obtain the landowner’s permission for Streamkeepers’ staff and/or volunteers to access the site. Baseline sampling is expected to include monthly sampling for *Escherichia coli* (*E. coli*) bacteria in freshwater streams and *Enterococci* bacteria in marine waters. The sampling plan will depend upon funding and laboratory costs.

4. Sampling for benthic macroinvertebrates will occur in 2022 in approved locations central to each streams extent within the City limits for the following creeks: Peabody, Valley, Tumwater, & Ennis. Additional sampling events or locations must be approved by the City in advance and have funds available within the approved budget. Benthic Macroinvertebrate sampling is to occur on a 5-year interval. It is anticipated that these same sites will be sampled again in 2027 under the next ILA.
5. Conduct water quality monitoring (done by staff or volunteers), including collection of samples, in situ measurements, and installation and retrieval of continuous data loggers at designated sample sites using standard Streamkeepers protocols and quality-control measures.
6. Conduct quarterly stream flow monitoring at agreed-upon sites using standard Streamkeepers equipment, protocols, and quality-control measures. Flow monitoring data is to be included in the annual report to the City.
7. Submit samples to laboratories for analysis:
 - a. Bacterial and other water-quality samples to the County Environmental Health Lab or, when the County Environmental Health Lab is unable to perform the analysis, another state accredited lab as defined in RCW 43.21A.230 and WAC 173-50-040.
 - b. Benthic macroinvertebrate samples to professional taxonomy laboratories for identification and verification.
8. Record, confirm, and analyze all results, and report them to the City as soon as possible but no later than 30 days following collection via the standard reporting/recordkeeping formats as used by the County's Streamkeepers program. Along with providing the sampling results, produce and submit to the City each month a table of data for that month, and a brief written summary pointing out any anomalies or exceedances of State water quality standards that may warrant follow-up investigation by the City's Illicit Discharge Detection and Elimination (IDDE) response team.
9. Produce and submit to the City a yearly report compiling the collected data for the year and providing detailed graphical and statistical analysis and interpretation of results. In addition, where appropriate, annual data is to be overlain and compared against data collected during previous years. The report shall discuss trending, comparisons, anomalies, etc., and calculate and report statistical significance of results as appropriate.
10. Produce and submit to the City a comprehensive report on water quality trends in Port Angeles streams over the period 2001-2021. This comprehensive report is to be submitted to the City no later than December 31st, 2023.

B. The City's Responsibilities:

1. Provide direction as to overall sampling design, including sites, parameters, and periodicity.
2. In the instance a sampling site is not accessible from a public road or other easement, obtain landowner permission to access the site for sampling purposes.
3. Arrange with analytical laboratories for payment, as appropriate. Expected laboratory services include:

- a) Water samples for pollutant analysis. The 2022 lab fees at the Clallam County Environmental Health Laboratory are \$35.00 per sample for *E. coli* and \$40.00 per sample for *Enterococci* bacterial tests. Payment of lab fees will be based on current year sample rates as set by the Clallam County Environmental Health Laboratory. If other parameters, methods, or laboratories are used, fees will vary.
- b) Benthic macroinvertebrate samples for taxonomic analysis per the Benthic Index of Biological Integrity (B-IBI). Laboratory fees are estimated at \$430 per sample, however, rates are known to fluctuate and cannot be accurately determined in advance, but the City will use the same taxonomist(s) the County uses and will pay the same rate, including prorated costs for Quality Assurance laboratory analysis.
4. The City will pay for staff time and costs for the services described in "A." above at the staff billing rate set by the County, and the actual cost of incidental material. The staff billing rate will be the composite rate of the staff salary set by Clallam County. The County will invoice the City monthly, and the City will pay within 30 days. The 2022 Streamkeeper Coordinator's billing rate is \$50.82 per labor hour. Subsequent years will be billed at the established staff billing rate set by Clallam County.
5. City's maximum obligation: The total cost of services for the above tasks, including payments to Streamkeepers and laboratories, shall not exceed \$14,000 for year 2022 and \$21,000 for each additional calendar year, totaling \$98,000 for the years 2022 through 2026.

C. General Conditions:

1. Duration: Unless terminated by either party, this agreement shall commence on the date of execution, and shall remain in effect through December 31, 2026.
2. Modification: This Agreement may be amended or altered only by written agreement of the designated representatives of both the City and the County upon the signature of such representatives. The amendment shall explicitly state that it is an amendment to this Agreement.
3. Termination: This Agreement may be terminated by either party sixty (60) days after receipt of written notice of intent to terminate; PROVIDED that either party may immediately terminate this Agreement for public convenience or in the event of a financial emergency. If this contract is terminated or expires, the City is obligated to reimburse the County for all costs incurred in performance of the Agreement prior to its termination or expiration.
4. Property: The parties do not intend to purchase or acquire any real or personal property in performance of this Agreement, other than the supplies necessary to perform this Agreement. Property purchased or acquired in performance of this Agreement will remain with the purchasing party upon termination or expiration of this Agreement.
5. Ownership of Items Produced: All writing, programs, data, public records or other materials prepared by the County and/or its consultants, subcontractors, or volunteers, in connection with performance of this Agreement will be entered into the Clallam County Water Resources

database, and then delivered to the City. The parties recognize and acknowledge that all such information is available to the public.

6. Non-Discrimination: The County shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
7. Defense, Indemnity, Hold Harmless: The County shall defend, indemnify, and hold the City harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the County or its elected officials, department heads, agents, or employees in performance of this Agreement.

The City shall defend, indemnify, and hold the County harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the City or its elected officials, department heads, agents, or employees in performance of this agreement.

8. Administration: This Agreement will be administered by the County's Streamkeepers program.

The County's contact is: Joel Green, Streamkeepers Coordinator, Clallam County, 223 E. 4th Street, Suite 5, Port Angeles, WA 98362, (360) 417-2281, joel.green@clallamcountywa.gov

The City's contact is: Vince McIntyre, Stormwater Engineer, City of Port Angeles, 321 E. 5th Street, Port Angeles, WA 98362, (360) 417-4701, vmcintyr@cityofpa.us.

IN WITNESS HEREOF, this Agreement is executed by Clallam County and by the City of Port Angeles, Washington.

CITY OF PORT ANGELES

CLALLAM COUNTY BOARD OF
COMMISSIONERS

Nathan West, City Manager

Mark Ozias, Chair

Dated: _____

Dated: _____

Attest:

Attest:

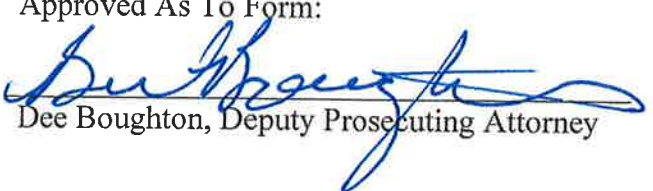
Kari Martinez-Bailey, City Clerk

Loni Gores, Clerk of the Board

Approved As To Form:

Approved As To Form:

William E. Bloor, City Attorney


Dee Boughton, Deputy Prosecuting Attorney



AGENDA ITEM SUMMARY

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

10
9/19/22

Department: DCD

WORK SESSION ☒ **Meeting Date:** 9.19.2022

REGULAR AGENDA ☒ **Meeting Date:** 9.27.2022

Required Originals Approved and Attached? ☒

Will be provided on:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 334.18.008-3
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

On August 14, 2018, Clallam County signed grant agreement Contract 334.18.003 with Washington Recreation and Conservation for \$3,000,000 to construct the lower Dungeness floodplain restoration project. The funds are awarded by Puget Sound Acquisition and Restoration and managed by the Recreation and Conservation Office. The 15% match requirement is fulfilled by an Ecology grant that is currently under contract.

In 2020 amendments 1 and 2 added \$3,046,868 to the original amount extended the grant time period, respectively.

Amendment 3 adds \$2,800,000 to the existing amount of \$6,046,868 for a total of 8,846,868.

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?** ☒

SUPPLEMENTAL BUDGET IN PROCESS (Am)

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

Please sign Amendment 3.

County Official Signature: RICH MEER - D.C.D. INTERIM MANAGER

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD

Date Submitted: 8.14.2022

* Submit original and 5 copies
** Submit 3 originals and 5 copies



Amendment to Grant Agreement

334.18.008-3

Project Sponsor: Clallam Co Community Dev
Project Title: Lower Dungeness Floodplain Restoration

Project Number: 16-1372R
Amendment Number: 3

Amendment Type:

Cost Change

Amendment Description:

Adding \$2,800,000 in PSAR funds

Adding \$2,700,000 million in PSAR large capital funding, 13-15 - \$30,495 and 17-19 - \$2,669,505

Adding \$100,000 in PSAR projects (15-17 PSAR - NOPL)

Approved by the SRFB at the March 2022 board meeting.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - PSAR	\$0.00	0.00%	\$100,000.00	0.96%
RCO - PSAR CAP	\$6,046,868.00	85.00%	\$8,746,868.00	84.04%
Project Sponsor	\$1,067,095.00	15.00%	\$1,561,212.00	15.00%
Total Project Cost	\$7,113,963.00	100%	\$10,408,080.00	100%
Admin Limit	\$0.00	5.00%	\$0.00	5.00%
A&E Limit	\$1,502,468.99	26.77%	\$2,198,183.40	26.77%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

Board of Clallam County Commissioners

State of Washington
Recreation and Conservation Office

Clallam Co Community Dev

BY: _____
Megan Duffy

TITLE: Director

DATE: _____

AGENCY: _____

BY: Mark Ozias

TITLE: Chair

DATE: _____

Pre-approved as to form:

Project Sponsor: Clallam Co Community Dev
Project Title: Lower Dungeness Floodplain Restoration

Project Number: 16-1372R
Amendment Number: 3

BY: /S/
Assistant Attorney General

2C
8/19/20

Amendment to Project Agreement

Project Sponsor: Clallam Co Community Dev
Project Title: Lower Dungeness Floodplain Restoration

Project Number: 16-1372R
Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

Adding funding from the approved PSAR large cap project 18-1300. This will add \$3,046,868 in 19-21 PSAR large cap funding.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows :

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - PSAR CAP	\$3,000,000.00	85.71%	\$6,046,868.00	85.00%
Project Sponsor	\$500,000.00	14.29%	\$1,067,095.00	15.00%
Total Project Cost	\$3,500,000.00	100%	\$7,113,963.00	100%
Admin Limit	\$0.00	5.00%	\$0.00	5.00%
A&E Limit	\$739,200.00	26.77%	\$1,502,468.99	26.77%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

Clallam Co Community Dev

BY: 
Kaleen Cottingham

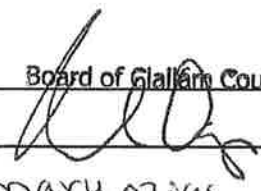
TITLE: Director

DATE: 8/25/2020

Pre-approved as to form:

BY: /S/
Assistant Attorney General

AGENCY: Board of Clallam County Commissioners

BY: 
mark ozias

TITLE: Chair

DATE: 8-18-20

Amendment to Project Agreement

Project Sponsor: Clallam Co Community Dev
Project Title: Lower Dungeness Floodplain Restoration

Project Number: 16-1372 R
Amendment Number: 2

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Clallam Co Community Dev the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 01/19/2018 to 06/30/2021 is extended to allow the contracting party until 06/30/2023 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY:

For


Kaleen Cottingham

TITLE: Director

DATE:

Pre-approved as to form:

By:

/S/

Assistant Attorney General

16-1372 Clallam Co Community Dev, Lower Dungeness Floodplain Restoration Amendment #2 Time Ext

Final Audit Report

2020-08-04

Created:	2020-08-04
By:	Kendall Barrameda (kendall.barrameda@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2bjZ25Evlgv_4N6_gYEzAR4XDvrJifxo

"16-1372 Clallam Co Community Dev, Lower Dungeness Floodplain Restoration Amendment #2 Time Ext" History

-  Document created by Kendall Barrameda (kendall.barrameda@rco.wa.gov)
2020-08-04 - 10:03:17 PM GMT- IP address: 198.238.202.135
-  Document emailed to Scott Robinson (scott.robinson@rco.wa.gov) for signature
2020-08-04 - 10:03:57 PM GMT
-  Email viewed by Scott Robinson (scott.robinson@rco.wa.gov)
2020-08-04 - 10:11:03 PM GMT- IP address: 198.238.202.135
-  Document e-signed by Scott Robinson (scott.robinson@rco.wa.gov)
Signature Date: 2020-08-04 - 10:11:22 PM GMT - Time Source: server- IP address: 198.238.202.135
-  Signed document emailed to Scott Robinson (scott.robinson@rco.wa.gov), kathryn.moore@rco.wa.gov and Kendall Barrameda (kendall.barrameda@rco.wa.gov)
2020-08-04 - 10:11:22 PM GMT

Funding Board Project Agreement

2d
8/14

Project Sponsor: Clallam County Community Development

Project Number: 16-1372R

Project Title: Lower Dungeness Floodplain Restoration

Approval Date: 6/5/2018

A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Clallam County by and through the Clallam County Community Development (Sponsor, and primary Sponsor), 223 E 4th St Ste 5, Port Angeles, WA 98362, and shall be binding on the agents and all persons acting by or through the parties. The Sponsor's Data Universal Numbering System (DUNS) Number is 075739235.

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.

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, including but not limited to, full authority to: (1) sign an application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative of all sponsors.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

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 Section 11. PROJECT REIMBURSEMENTS).

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

This large-scale restoration project will restore approximately 112 acres of Lower Dungeness River floodplain by setting back the Army Corps of Engineers east bank levee (R.M. 1-2.7) in its new location. The goal is to reconnect the Dungeness River with its historic floodplain, improve habitat conditions and restore riverine processes and functions needed to support various salmon species included Dungeness Chinook. Constructed by the Corps in 1963, the current levee constrains the river channel, resulting in increased channel confinement, bedload aggradation, instability, and water quality impacts that are a factor in the current local shellfish closures. Dikes on both sides of the Dungeness have disconnected the river from its floodplain and disrupted river processes which prohibits flood waters from dissipating and inhibits the river's natural ability to store excess sediment outside the channel. Levee setback and channel restoration in this reach provides floodplain and side channel habitat critically-needed by salmon for spawning, rearing and migration. Riparian and instream habitat will also be restored. Priority species supported by these habitats are ESA-listed Puget Sound Chinook, Eastern Strait of Juan de Fuca Summer Chum, Coastal-Puget Sound Bull Trout, and Puget Sound Steelhead.

D. PERIOD OF PERFORMANCE

The period of performance begins on January 19, 2018 (project start date) and ends on June 30, 2021 (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 WAC Title 420; or SRFB policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

For this restoration project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specific in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$3,000,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's 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
SRFB - PSAR Large Capital Projects	85.71%	\$3,000,000.00	State
Project Sponsor	14.29%	\$500,000.00	
Total Project Cost	100.00%	\$3,500,000.00	

H. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

I. 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 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 this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "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.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. 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, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules; and funding board policies applicable and active and published in 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.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. 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.

L. SPECIAL CONDITIONS

None

M. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Cathy Lear
Title: Project Manager
Address: 223 E Fourth St Ste 5
Port Angeles, WA 98362-3015
Email: clear@co.clallam.wa.us

RCO - SRFB

Kat Moore
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
kathryn.moore@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. 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.

N. 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.

O. EFFECTIVE DATE

This Agreement, for project 16-1372R, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE 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 PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Clallam County Community Development

By: [Signature]

Date: 8-14-18

Name: (printed) MARK AZIAS

Title: CHAIR BOARD OF COUNTY COMMISSIONERS

Approved as to form only by:

[Signature] 7/17/18

David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

**State of Washington, Recreation Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: [Signature]

Date: 8/28/18

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: [Signature]

Date: October 6, 2017

Assistant Attorney General

RECEIVED

AUG 17 2018

WA STATE

RECREATION AND CONSERVATION OFFICE

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Clallam County Community Development
Project Title: Lower Dungeness Floodplain Restoration

Project Number: 16-1372R
Approval Date: 6/5/2018

SECTION 1. 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:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled "Funding Board Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

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 signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

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.

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.

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

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

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

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

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. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

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.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

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.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

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.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). 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.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

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. This 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 – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

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.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

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.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

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.

SRFB – Salmon Recovery Funding Board

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. § 200.92 (2013). 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. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

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. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

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

WAC – Washington Administrative Code.

SECTION 2. 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 funding board. 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.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board 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 is Sponsored by more than one entity, 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 has no responsibility for reviewing, approving, overseeing or supervising design or construction 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 will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. 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, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

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.

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.

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.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board 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 or Section 30B.

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.

SECTION 7. 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.

SECTION 8. 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 Act. 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 funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- 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 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1. **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. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- E. **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.

- F. **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."

SECTION 9. 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.** The Sponsor shall maintain books, records, documents, data and other evidence 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 six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 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 funding board 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. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. 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 document 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.

SECTION 10. PROJECT FUNDING

- A. **Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. **Additional Amounts.** The funding board 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 funding board or 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 funding board policy, 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. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **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 funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement 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 Section G: PROJECT FUNDING. 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 recently published/adopted RCO policies and procedures 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. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents and media are complete and submitted to RCO;

5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO

E. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property rust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. 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, or meet its percentage of the project total, 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. **Overpayment Payments.** 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 that payment becomes due and owing.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. 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 without liability or, in its 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.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

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

A. Income.

1. **Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
2. **Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
3. **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 policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, 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 funding board grant;
 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
- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
1. Grant program laws, rules, policies, and funding board policies;
 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.
- D. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. 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.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, 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.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. 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 as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. 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.

SECTION 21. 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 exempted in funding board policy or 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.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;

3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board 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 (WAC 286.13.130). 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 funding board or RCO must receive prior written approval of the board or RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. **Nondiscrimination.** 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."

- E. **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.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. 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.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. **Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.
- C. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. **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 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. Also see WAC Title 286 or 420 and applicable policies. 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 policy or unless a transfer or change in use is approved by the funding board 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 this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board 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 of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, 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, by a decision of the board, or by RCO 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.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient (Sponsor)** must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

1. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
2. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 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 (Sponsor) 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 (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

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 C.F.R 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 (Sponsor) 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 (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) 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 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) 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 (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any 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 this project. 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.

- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) 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 C.F.R 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.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R 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.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E. Section 25C -Perpetuity; and
- F. Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. 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.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. 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." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. 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 the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) 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."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The 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.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- J. Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.

3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- K. **MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- L. **Procurement involving an EPA Financial Assistance Agreement.** Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. 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.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf
3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. **Peer Review.** Where appropriate, 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.
- P. **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.
- Q. **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).

SECTION 36. 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:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by 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.

SECTION 38. 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.

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board 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.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or 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.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require 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 all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the 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 funding board or 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 or the funding board 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 or board 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 of 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 funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or 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 it 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.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, 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 third person shall be chosen by the funding board's chair.

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 decision of the disputes panel, unless the remedy directed by that panel shall be without 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.

SECTION 43. ATTORNEYS' FEES

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

SECTION 44. 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 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 .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C. As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity . In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person (s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein .

- D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. 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.

Eligible Scope Activities

Project Sponsor: Clallam County Community Development
Project Title: Lower Dungeness Floodplain Restoration
Program: PSAR Large Capital Projects

Project Number: 16-1372
Project Type: Restoration
Approval: 6/5/2018

Restoration Metrics

Worksite #1, Towne Road between Schoolhouse and Creamery

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU,
 Chum Salmon-Hood Canal Summer-run
 ESU, Coho Salmon-Puget Sound/Strait
 of Georgia ESU, Pink Salmon-Odd year
 ESU, Steelhead-Puget Sound DPS
 Bull Trout, Searun Cutthroat

0.80

Targeted species (non-ESU species):

Miles of Stream and/or Shoreline Treated or Protected (C.0.b):

Project Identified In a Plan or Watershed Assessment (C.0.c):

Puget Sound Chinook Salmon Recovery
 Plan, 2007

North Olympic Lead Entity for Salmon
 2016 Three-Year Work Plan; Summer
 Chum Salmon Initiative, 2000;

Physical Processes, Human Impacts
 and Restoration Issues of the Lower
 Dungeness River, 2002;

Recommended Restoration Projects for
 the Dungeness River, 1997;

WRIA 18 Limiting Factors Analysis,
 1999;

Implementation Monitoring

Type Of Monitoring (C.0.d.1):

Instream Habitat Project

Total Miles Of Instream Habitat Treated (C.4.b):

0.80

Channel reconfiguration and connectivity (C.4.c.1)

Type of change to channel configuration and connectivity (C.4.c.2):

Channel Bed Restored, Creation of
 Instream Pools, Creation/Connection to
 Off-Channel Habitat, Levee
 removal/Alteration, Meanders Added

0.80

Miles of Stream Treated for channel reconfiguration and connectivity
 (C.4.c.3):

Miles of Off-Channel Stream Created or Connected (C.4.c.4):

0.25

Acres Of Channel/Off-Channel Connected Or Added (C.4.c.5):

112.0

Instream Pools Created/Added (C.4.c.6):

1

Riparian Habitat Project

Total Riparian Miles Streambank Treated (C.5.b.1):

0.80

Total Riparian Acres Treated (C.5.b.2):

112.0

Planting (C.5.c.1)

Acres Planted in riparian (C.5.c.3):

40.0

Miles of streambank planted (C.5.c.4):

0.80

Riparian Plant removal / control (C.5.h.1)

Acres of riparian treated for plant removal/control (C.5.h.3):

112.0

Miles of streambank treated for plant removal/control (C.5.h.4):

0.80

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 16-1372 R
Project Name: Lower Dungeness Floodplain Restoration
Sponsor: Clallam Co Community Dev
Project Manager: Kat Moore

X	!	Milestone	Target Date	Comments/Description
		Project Start	01/19/2018	
	!	Preliminary Design to RCO	06/30/2018	
	!	Applied for Permits	06/30/2018	
	!	Annual Project Billing Due	12/30/2018	
	!	Progress Report Due	12/30/2018	
	!	Final Design to RCO	12/31/2018	
	!	Cultural Resources Complete	01/01/2019	
		Permits Complete	01/31/2019	
		Landowner Agreement to RCO	04/30/2019	
		Bid Awarded/Contractor Hired	06/30/2019	
	!	Progress Report Due	06/30/2019	
		Restoration Started	08/30/2019	
	!	Progress Report Due	12/30/2019	
	!	Progress Report Due	06/30/2020	
	!	Progress Report Due	12/30/2020	
	!	Special Conditions Met	06/30/2021	As-built designs to RCO
		RCO Final Inspection	06/30/2021	
		Funding Acknowl Sign Posted	06/30/2021	
		Restoration Complete	06/30/2021	
		Stewardship Plan to RCO	06/30/2021	
		Final Report Due	06/30/2021	
	!	Agreement End Date	06/30/2021	
		Final Billing Due	06/30/2021	

X = Milestone Complete

! = Critical Milestone



AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date:** 8.6.2018

REGULAR AGENDA ☒ **Meeting Date:** 8.14.2018

Required Originals Approved and Attached? ☒

Will be provided on:

Item Summary:*

- ☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance

- Contract # 334.18.008
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

This contract agreement funds the development of some of the habitat features in the lower Dungeness river floodplain restoration site. The funds are awarded by Puget Sound Acquisition and Restoration and managed by the Recreation and Conservation Office. The 15% match requirement is fulfilled by an Ecology grant that is currently under contract. This grant expires June 30, 2021.

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

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

Please sign the contract agreement.

County Official Signature:

A handwritten signature in black ink, appearing to be "Loni Gores", written over a horizontal line.

Date Submitted: 7.17.2018

* Submit original and 5 copies
** Submit 3 originals and 5 copies

#18-195

**LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY**

DEPARTMENT: DCD

DATE: 7.16.2108

Legal action requested or question you desire to be answered:

Please review and approve for BOCC signature this contract with the Recreation and Conservation Office for funds to develop habitat features in the lower Dungeness river floodplain restoration site. The 15% match requirement is fulfilled by an Ecology grant that is currently under contract. This grant expires June 30, 2021. Please call Cathy Lear at x2361 with any questions.

Approved as to form only by:

David Alvarez 7/17/18
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes [] No [x]
- Have you previously submitted subcontracts under the grant or contract for review? Yes [] No [x]
- If both responses are "yes," identify:
Granting/contracting entity: _____
Grant/contract number: _____
Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: August 6, 2018

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

[Signature] 2520
Official Requesting Action Ext.

RECEIVED

AUG 17 2018

WA STATE
RECREATION AND CONSERVATION OFFICE

PROSECUTING ATTORNEY USE ONLY:

Referring Dept. DCD
Date Received 7-17-2018
Opinion Rendered 7-17-2018 DWA
Reviewed by MBN _____

RECEIVED

JUL 17 2018

Prosecuting Attorney



AGENDA ITEM SUMMARY

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

11
9/19/22

Department: Sheriff

WORK SESSION ☒ Meeting Date: 9/19/22

REGULAR AGENDA ☒ Meeting Date: 9/12/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11008-22-01 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Interagency Agreement with Washington State Department of Commerce through Justice Assistance Grant/Bryne Formula Grant in the amount of \$226,563 for Olympic Peninsula Narcotics Enforcement Team (OPNET) expenses. The performance period is 07/01/22 – 09/30/23 and provides reimbursement funding to assist in the multi-jurisdictional investigation and prosecution of drug, gang, and violent crime activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.

Budgetary impact:

The funding amount anticipated in FY2022 as been included in the 11008.811 OPNET Drug Fund.

Recommended action:

Recommend approval of the Board and signature by the Chair.

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

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

Relevant Departments: Sheriff's Office

Date submitted: 09/14/22

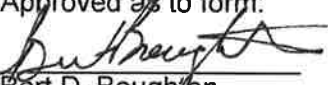
* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

FACE SHEET

Contract Number: F20-31440-203

County #11008-22-01

Washington State Department of Commerce
Community Services Division
Community Safety Unit
Justice Assistance Grant/Byrne Formula Grant

1. Contractor Clallam County Sheriff's Office 223 E 4TH ST STE 3 PORT ANGELES, Washington 98362		2. Contractor Doing Business As (optional)	
3. Contractor Representative Brian King Commander (360) 417-2544 brian.king@clallamcountywa.gov		4. COMMERCE Representative Anica Stieve Program Manager (360) 890-6199 anica.stieve@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$226,563.00	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date 07/01/2022	8. End Date 09/30/2023
9. Federal Funds (as applicable) \$ 226,563.00		Federal Agency: Department of Justice	CFDA Number: 16.738 Indirect Rate (if applicable): Up to 10%
10. Tax ID # N/A	11. SWV # SWV0000200-05	12. UBI # 054004559	13. UEI # JV6JJNELRBS5
14. Contract Purpose Multi-jurisdictional investigation and prosecution of drug, gang and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
FOR CONTRACTOR _____ Mark Ozias, County Commissioner _____ Date Approved as to form:  Bert D. Boughn Deputy Prosecuting Attorney		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

F20-31440-203

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019 & October 1, 2020

Federal Award Identification Number (FAIN): 2020-DJ-BX-0039 & 15PBJA-21-GG-00291-JAGX

Total amount of the federal award: \$ \$226,563.00

Awarding officials: Department of Justice, Office of Justice Programs

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

"This project was supported by Grant No. 2020-DJ-BX-0039 & 15PBJA-21-GG-00291-JAGX awarded by the Bureau of Justice Assistance. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice. Grant funds are administered by the Community Safety Unit, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$ \$226,563.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$ \$226,563.00, which amount is included in the Contract total above.

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

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted through Secure Access Washington (SAW): <https://secureaccess.wa.gov/> quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number F20-31440-203.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

8. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

9. AUDIT

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

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

10. DEBARMENT

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

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. FRAUD AND OTHER LOSS REPORTING

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

13. ORDER OF PRECEDENCE

**SPECIAL TERMS AND CONDITIONS
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In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Reporting

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the

**GENERAL TERMS AND CONDITIONS
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Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

**GENERAL TERMS AND CONDITIONS
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or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE 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.

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

**GENERAL TERMS AND CONDITIONS
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The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

PURPOSE AND BACKGROUND:

The Washington State Department of Commerce, hereafter called "COMMERCE," is initiating this contract to support the work of the Olympic Peninsula Narcotics Enforcement Team (OPNET). A primary focus of the Task Force is cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities. COMMERCE strongly encourages the use of evidence-based practices that have been proven effective through rigorous evaluation. COMMERCE will provide funding and Peer Review of the Task Force; and the Contractor will provide support for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Contract.

The Contractor shall provide or perform the following:

1. Description of the Structure of and Participating Partners in Multi-Jurisdictional Task Force:
 - A. Identify members of the Regional Task Force, which **must** consist of the following:
 - a. Minimum of four (4) commissioned officers dedicated to the project (full time), or three (3) commissioned officers at a reduced funding level. In either case, one (1) of the commissioned officers shall be a full-time supervisor. Such officers shall work out a common location.
 - b. Support staff (minimum of half-time).
 - c. Prosecutorial support of one (1) dedicated prosecutor/deputy prosecutor, or sufficient prosecutorial support such that no case submitted by the task force is rejected due to lack of staffing;
 - d. Gang Liaison (may be another member of the local task force).
 - e. Analyst (Optional); **and**
 - B. Discuss participating partners in the Task Force. The Task Force shall organize and govern participating partners as measured by:
 - Contribution of least one (1) dedicated law enforcement officer by a minimum of three (3) local law enforcement agencies in the service area, or two (2) local law enforcement agencies if funded at a reduced funding level.
 - Local law enforcement agencies for this purpose includes city, county, and tribal agencies.
 - Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, sufficient to support 90% of the full cost of a dedicated officer, may count as participation by local law enforcement agency for each officer so supported.
 - The Washington State Patrol may substitute for one of the local law enforcement agencies in small and rural task forces; **and**
2. Maintain a task force personnel roster that includes course completion certificates. This information may be requested by Commerce or BJA post award to ensure compliance; **and**
3. Ensure each member of the Task Force completes the online task force training within 120 days of award acceptance. All future Task Force members are required to complete this training once during the life of this award or once every four years if multiple awards include this requirement. (See Center for Task Force Training Online Training Portal (centf.org); **and**
4. Ensure attendance at Commander's Conference (Semi-Annual) Training. Attendance by key personnel as mandatory unless waiver is granted by COMMERCE; **and**
5. Ensure the Task Force will agree to an audit of its performance, a minimum of once per biennium, and to participate in a follow-up of the Peer Review; **and**

Scope of Work

6. Ensure the Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions; **and**
7. Ensure the Task Force will comply Commerce with BJA on the collection of required performance measurement data. The Task Force will complete the required reports using the BJA Performance Measure Tool (PMT). It is required to select and report on all accountability measures that pertain to JAG-funded activities. The Task Force is responsible for creating a report within the PMT and uploading it. (See <https://bjapmt.ojp.gov/help/jagdocs.html>); **and**
8. Complete Fiscal and Administrative requirements, as measured by:
 - “FIFO” or First-In/First-Out tracking and quarterly reporting of Program Income funds (Forfeitures).
 - Timely submission of Contractor's A-19 (Reimbursement Requests/Vouchers) by the 20th of the month following the reported quarter through Secure Access Washington (SAW): <https://secureaccess.wa.gov/>; **and**
9. Complete quarterly performance measures and deliverable reports for COMMERCE. Reports are due on the 20th of the month following the reporting quarter. Reports should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment. The intent of the reports are to provide data to (1) conduct evaluations and performance measurement that will address the effectiveness and efficiency of Task Force operations and (2) use the reported information to improve program planning and implementation. Reports due to COMMERCE will be submitted at <https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f> . NOTE: All report information provided should pertain to task force activity and not the The intent of the reports are to provide data to (1) conduct evaluations and performance measurement that will address the effectiveness and efficiency of Task Force operations and (2) use the reported information to improve program planning and implementation. NOTE: All report information provided should pertain to task force activity and not the activity of the entire jurisdiction or law enforcement agency housing the task force. Reporting Elements:

Narratives:

- What were the major accomplishments during the reporting period? What goals and objectives were accomplished during the reporting period as they relate to mission of the Task Force?
- Describe the project activities that occurred during the reporting period and include the dates.
- What problems/barriers did you encounter, if any, within the reporting period? Is there any assistance that COMMERCE can provide to address any problems/barriers identified?
- What major activities are planned for the next quarter?
- Describe how you are meeting the Task Force's mission as measured by cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities.

Review & Trainings:

- Has a peer review been conducted of your Task Force during this biennium? If so, when? If not, when is this scheduled?
- Have key personnel attended the Commander's Conference Training? If so, how many? If not, when is this scheduled?

Investigations/Cases:

- Total number of *new* investigations/cases initiated during the quarter.
- Total number of Task Force cases active at the beginning of the quarter.
- Total number of cases *remaining active at the end of the quarter*.

Scope of Work

Arrest activity resulting from task force operations:

- Number of adult and juvenile arrests resulting from task force activities
- Type of arrests
- Number of individuals arrested for one or more drug offenses
- Number of individuals arrested for one or more violent criminal offenses
- Number of individuals arrested for one or more firearm-related offenses
- Breakdown of arrests: individual demographics (age, race, gender)
- Total number of charges associated with arrests related to drug sales/manufacture; weapons; homicide; aggravated assault; and robbery.
- Number and percentage of arrests that were for multiple arrest cases (40% required)

Drug and Property Seizures:

- Type, amount, and value of material (e.g., firearms, money, vehicles) seized and forfeited
 - Type, amount, and value of drug/narcotics seized

Prosecution:

- Number of state or federal prosecutions for Task Force cases
- Number of Task Force cases with outcomes of “guilty”, “pled”, and/or “verdict”
- Number of sentence type for Task Force cases (e.g., fine, probation, jail, prison)

Death in Custody:

For each death in custody, the following information must be captured:

- Decedent’s name, date of birth, gender, race, and ethnicity
- Date, time, location of death
- Law enforcement or correctional agency involved
- Manner of death
- Description of the circumstances leading to the death

10. Complete a final report for COMMERCE, which will be a compilation of all quarterly reports and will include a comparison across quarters and year-to-date, overall accomplishments, and lessons learned. The Task Force will provide a non-technical brief for a general audience that summarizes findings and policy implications that will be disseminated. This is due no later than the 20th of the month following the expenditure of all funds or October 20, 2023. Submit at:
<https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f> .

Budget

GENERAL:

The total budget awarded under this Agreement shall be the amount specified in Block 5 of this Agreement's Face Sheet.

The total Federal funds awarded under this Agreement shall be the amount specified in Block 9 of this Agreement's Face Sheet.

Allocation of funds between categories of expense shall be:

Budget	Total
Salaries	\$108,823.00
Benefits	\$36,010.00
Overtime	\$1,000.00
Goods and Services	\$66,652.00
Equipment	\$13,078.00
Indirect	\$1,000.00
Total	\$226,563.00

The Contractor may vary from the approved distribution of funds by shifting up to ten percent (10%) of the total awarded funds between categories of expense. Contractor must notify Commerce Contract Manager prior to submitting an invoice where funds are shifted. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted categories of expense except Benefits, and any shifts made may not constitute a significant change to the Scope of Work (Attachment A).

PERFORMANCE BASED INCENTIVES AND CONSEQUENCES:

1. Delay and Disallowance of Reimbursement Requests Due to Late Performance Reporting

Performance reports are due the 20th of the month following the reporting quarter. Past due performance reports will result in withholding of requested reimbursements until the reports are received. Should a report be received after the due date, but not in sufficient time for enclosure in the corresponding federal quarterly report, the report will be rejected and no payment will be authorized for the missed quarter. For the first three quarters of this award, missed data and the corresponding expenditures may be submitted during the following quarter. However, lack of timely submission of the fourth quarter's activity report will result in loss of all funds not previously reimbursed; and if disbursement of funds to reimburse expenditures incurred during the unreported quarter has been made, repayment shall be required.

2. Delay and Disallowance of Reimbursement Requests Due to Non-Compliance with Federal Pre-Requisites to Receive Funding

During any period in which the Contractor is non-compliant with essential federal pre-requisites to receive federal funds, all expenditures will be disallowed. Eligibility of expenditures for reimbursement will resume on the date that the Contractor is deemed to be fully compliant with the essential federal pre-requisites as specified below:

- UEI (Unique Entity ID) number is registered in the Central Contract Registry portion of Grants.Gov (www.grants.gov), and the registration is current.

Budget

- An Equal Employment Opportunity Plan The Contractor has been prepared and signed into effect within the last two years, and a copy has been forwarded to COMMERCE, and if appropriate to the Office of Civil Rights, U.S. Department of Justice.
- Center of Task Force Leadership and Integrity Training through the [www.ctfli.org website](http://www.ctfli.org) has been completed by all personnel dedicated to the task force not later than 120 days of being dedicated to the task force, but in any case within two years of the effective date of this Agreement. Dedicated personnel includes personnel assigned as investigative personnel, acting in supervisory and/or executive management, administrative, analytical or prosecutorial support of the task force,
- Responsive to audit, monitoring or evaluation findings by the specified response date
- **Compliance with the Task Force Staffing and Participation Model:**

Reporting staffing and/or "local" agency participation below that specified by the Task Force Model on any Periodic Activity Report shall cause the maximum amount that may be reimbursed for that quarter to be reduced in accordance with the Task Force Model summarized below.

Compliance Level	% of Base Allocation	Dedicated Personnel		Participating 'Local' Agencies ^{*4,5}
Full Compliance	100%	4.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		3 Agencies
Low 'Local' Agency Participation	88%	4.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		2 Agencies
Low 'Local' Personnel Dedication	75%	3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		3 Agencies
Low in both 'Local' Agency Participation and 'Local' Personnel Dedication	63%	3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		2 Agencies
Too Low – Not Eligible for Funding	0%	Any level below: 3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}	or	1 Agency

^{*1} Staffing standard for commissioned law enforcement personnel is four 100% dedicated officers

^{*2} Staffing standard for Prosecutors/Deputy Prosecutors is one 100% dedicated prosecutor, or demonstration that no task force generated case is declined due to staffing – any staffing below this level is considered "Low Local Personnel Dedication"

^{*3} Staffing standard for task force administrative/support staff is one half-time individual – any staffing below this is considered "Low Local Personnel Dedication"

^{*4} Washington State Patrol may count as a 'Local' agency for those task forces considered as 'Rural' or 'Urban' in the "Counties Like Us" reporting grouping
Federal agency assigned personnel may count as 'Local' provided they report first to the task force's management structure and that they have standing authority to participate in any case selected for investigation by the task force.

^{*5} Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, but which are sufficient to support 90% of the full cost of a dedicated officer, may count as participation by a 'Local' Agency for each officer so supported

For this purpose the maximum amount which may be reimbursed for one quarter is one-fourth of the total award (as specified in Block 5 of this Agreement's Face Sheet) reduced in accordance with the above

Budget

table. The Non-compliance penalty is lost to the Contractor during the balance of this Agreement's duration.

In the event that the Contractor has already been reimbursed beyond the reimbursable amount authorized for the quarter as calculated above, the corresponding expenditure is disallowed. Any funds so disallowed may be applied against authorized expenditures of the next quarter, if the quarter for which the disallowance is made is not the last calendar quarter of this Agreement. Should any funds be disallowed for the last calendar quarter of this Agreement, disallowed funds must be returned to COMMERCE.

COMMERCE reserves the right to waive this reduction/disallowance in event the reported non-compliance is considered a brief and minor anomaly not materially affecting task force operations or safety. Such a waiver is at the sole discretion of COMMERCE.

Reporting

1. Commerce Reports: Refer to section 9 in the Scope of Work for what is required to be reported to COMMERCE Quarterly and section 10 for a yearly report. This should be uploaded to smartsheet at <https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f>. This report is due on the 20th of the month following the reporting quarter. Report should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment.
2. Federal Reports: Quarterly, submit federal reports in the PMT system (<https://ojpsso.ojp.gov/> .) For more information on what will be reported on, visit <https://bjapmt.ojp.gov/help/jagdocs.html> .



AGENDA ITEM SUMMARY

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

12
9/19/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 9/19/22

REGULAR AGENDA ☒ **Meeting Date:** 9/27/22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-22-05 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Interagency Agreement with Washington Traffic Safety Commission (WTSC) for \$27,000 in funding for Sheriff's Office participation in WTSC Region 1 to conduct enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work, in support of Target Zero priorities. The Clallam County Sheriff's Office Inspector position is the Target Zero Manager (TZM for Region 1 and will coordinate the activities with the local Region 1 Traffic Safety Task Force with the goal of reducing traffic crashes in Clallam and Jefferson counties.

Budgetary impact:

The funding amount will need to be included in the FY2023 00100.811 Sheriff's Operations budget to appropriately increase the Patrol section overtime line.

Recommended action:

Recommend approval of the Board and signature by the Chair.

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

Name of Employee/Stakeholder attending meeting: Chief Criminal Deputy Brian King and TZM/Inspector Josh Ley

Relevant Departments: Sheriff's Office

Date submitted: 09/14/22

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

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Clallam County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Clallam County Sheriff's Office hereinafter referred to as "SUB-RECIPIENT."

In FFY2023, the Washington Traffic Safety Commission has delegated the management and oversight of this project to the Washington Association of Sheriffs and Police Chiefs (WASPC) by contractual agreement. WASPC will act as WTSC's agent in the management and oversight of this project. WTSC will establish agreements with all participating agencies before transferring responsibility to WASPC. WTSC reserves the right to contact participating agencies regarding any elements of this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2023-HVE-4683-Region 1 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 1 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2023-HVE-4683-Region 1 Target Zero Task Force** was awarded to the **Region 1** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

Problem and Opportunity Statement

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. In addition, nearly one in every three fatal crashes between 2016 and 2020 involved speeding as a contributing factor. Despite an increased seat belt use rate in 2021, the number of unrestrained fatalities and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 30 percent and serious injuries have increased 58 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

In 2020, Washington experienced a 40 percent reduction in proactive traffic safety enforcement across the state.

Region 1 (Clallam and Jefferson Counties) had 56 fatal vehicle crashes with 63 deaths over the last five years (2017-2021). The average number of annual incidents was 11.2, and the average number of annual deaths was 12.6. With a populace estimated in 2021 of approximately 78,000 residents, the death rate from collisions was approximately 1.6 per capita. Among these, impairment was the risk factor with the highest prevalence, followed by (on average) speed, unrestrained occupants, and then distraction. Specifically, the percentage of risk factor representation in fatal crashes, **averaged** over the last five years, was as follows (charts attached):

- Impaired driver = 50.8%
- Speed = 32.8%
- Unrestrained occupant = 29.8%
- Distraction = 19.5%

However, when viewed from year to year, the change in risk factor prevalence is significant. Impairment had a fairly steady rate of representation, but speed and unrestrained occupants had a 50% and 35% increase (respectively) between 2017 and 2019. Speed dropped and leveled off at two-thirds of incidents for 2020 and 2021, while unrestrained occupants held steady between 38% and 41% of incidents for 2020 and 2021 (respectively). Distraction had begun with representation in a quarter of fatal events in 2017, dropped to 0% amidst the low number of fatal events in 2019, and then climbed up to 33% in 2021. Thus the **2021 percentages** were:

- Impaired driver = 50%

- Unrestrained occupant = 41.7%
- Speed = 33%
- Distraction = 33.3%

While impairment is a high priority, the other factors following suit at a common pace with each other. Considering the patrol resources available, those who have ARIDE training, and those likely to participate in the variety of HVE opportunities, a nearly even distribution of funds is requested for impairment, seat belt, speed, and distracted driver mitigation.

Project Purpose and Strategy:

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 14, 2022 – January 1, 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 3 – 10, 2023).
- Seat belt enforcement during the Click It or Ticket campaign (May 15 – June 4, 2023).
- Impaired driving enforcement during the Summer DUI campaign (August 16 – September 4, 2023).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2022, Distracted Driving campaign in April 2023, Click It or Ticket campaign in May 2023, and Summer DUI campaign in August 2023).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the event.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is a best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Mentorship for Impaired driving:
The Task Force may engage a DUI mentorship program to train additional officers for DUI related activities. Best practice for DUI mentorship includes 16 hours of instructions to an officer wanting to engage further in DUI emphasis activities. Up to 16 hours of overtime or straight time will be approved to both mentor/mentees. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1. NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these.

Mobilization	Dates
Holiday DUI	December 15, 2022 – January 1, 2023
U Drive. U Text. U Pay.	April 3 – 10, 2023
Click It or Ticket	May 15 – June 4, 2023
It's a Fine Line (optional if funded)	July 7 – 23, 2023
DUI Drive Sober or Get Pulled Over	August 16 – September 4, 2023

3.2. COMPENSATION

3.2.1. Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

10. FICA
11. Medicare
12. Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
13. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$27,000** to the **Region 1 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

The funding (Section 402, CFDA 20.600) for **Region 1** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols	\$9,000
Distracted Driving Patrols	\$6,000
Click It or Ticket	\$6,000
Speed	\$6,000
Motorcycle Safety	\$0
TOTAL	\$27,000

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in

the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, **must be received by WTSC no later than August 10, 2023**. All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, **must be received by WTSC no later than November 15, 2023**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC 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, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or

revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. If the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT, or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the

public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 1 is:	The Contact for WTSC is:
Alice Hoffman Chief Civil Deputy Clallam County Sheriff's Office 360-417-2257 alice.hoffman@clallamcountywa.gov	Josh Ley Region 1 Target Zero Manager Clallam County Sheriff's Office 360-417-2273 joshua.ley@clallamcountywa.gov	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

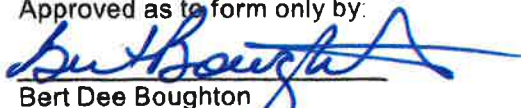
42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
Signature	Signature
Mark Ozias	
Printed Name	Printed Name
Chair of the Board	
Title	Title
Date	Date

Approved as to form only by:


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

13
9/15/22
4a

Department: Human Resources/Sheriff's

WORK SESSION ☒ **Meeting Date:** 9/19/2022

REGULAR AGENDA ☒ **Meeting Date:** 9/20/2022

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: This is a continued discussion from the 9/12/22 worksession to recognize the importance of having a competitive stance in the law enforcement labor market. In order to attract new patrol and corrections deputies the Sheriff's Office would like to continue discussion about hiring incentives for entry and lateral hires. In addition, they would also like to discuss a retention incentive to retain our current staff.

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?** ☐
To be discussed.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The Sheriff's Office recommends approval by the Board to move forward with the implementation of the incentives.

County Official signature & print name: Tom Reyes *Tom Reyes*

Name of Employee/Stakeholder attending meeting: Tom Reyes, CCSO Command Staff

Relevant Departments: Human Resources Sheriff's Office.

Date submitted: 9/14/2022

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

Union Request for Use of ARPA Funds

The AFSCME 1619 CD (corrections deputies) and 1619 CS (corrections sergeants) bargaining groups requested to meet to discuss concerns related to retention and recruiting efforts as well as the use of ARPA funds to help in these areas. In addition, of significant concern to the members was the excessive use of mandatory overtime assigned by management to fill vacant shift positions because of staffing shortages (8.5 positions down). The union expressed a desire to open the current labor contract to address these issues. It was my position that, at this time, the County would not be opening the current labor contract. Furthermore, I explained that at the decision/approval of the Board, language could be drafted outside the labor agreement using an MOU to address all, some, or none of these areas. The following came from this meeting with a clear understanding that expenditures of ARPA funds is 100% under the control of the BOCC. Note – The Clallam County Sheriff's Office command staff participated in this discussion.

Protection Language Recommended - At the discretion of the County, the following shall apply until such time as the County decides to end it. The Union agrees to the following:

- a. This language is outside existing labor contract language;
- b. This agreement, or any portion of it, ends at the discretion of the County;
- c. Past practice rules do not apply to any portion of this language;
- d. Ending this language, or any portion of it, is not subject to the bargaining process.

Ideas Brought Forward as Follows:

Referral Bonus "Bird Dog Bonus" - \$2,500 will be paid to any county employee who recruits a person for the position of Clallam County Sheriff's Office Corrections Deputy. The recruit must successfully complete the entire probation period (to include academy) for the referring employee to receive this bonus. In addition, the employee receiving this bonus must be a current Clallam County employee at the time such bonus is paid. The following applies:

- a. The incentive will only be paid once per recruit;
- b. The existing employee's referral must be "personal", i.e. not the result of paid outreach or recruiting efforts;
- c. The hired recruit confirms that the employee claiming to have made the referral was in fact responsible for the recruiting. If more than one employee claims to have successfully recruited the same candidate, the incoming candidate will designate which employee(s) recruited the candidate and the incentive bonus will be paid to a single designated employee or the \$2,500 incentive will be split among multiple designees;
- d. The incentive will be paid on the referring employee's regular paycheck (subject to payroll taxes) within 30 days of the referred candidate completing his/her probation period;
- e. This bonus does not apply if the candidate is a current employee of the Clallam County Sheriff's Office.

Retention Bonus - Effective October 1st, 2022, each employee who is currently employed as a Clallam County Corrections Deputy or a Clallam County Corrections Sergeant will be eligible during a one-week (7 days) period to apply for a one-time, non-precedent setting retention payment of eight thousand five-hundred dollars (\$8,500), which is subject to payroll taxes. Receipt of the payment is conditioned on the

employee signing an agreement to repay a prorated portion of the payment in the event the employee's employment ends prior to three years from date of signature. This incentive ends at Midnight October 7th, 2022. It is the responsibility of the employee to ensure that the provided retention document is signed and returned to their supervisor before Midnight on October 7th. There is no exception to this requirement.

Signing Bonus:

- a. \$25,000 for a qualified lateral (qualified meaning having a CJTC qualified meaning having a CJTC corrections officer certification or eligible for the CJTC corrections officer equivalency academy).
- b. \$10,000 for entry level hires
- c. Three (3) year commitment required for either A or B – Three (3) equal payments to be made with the 1st payment occurring after completion of probation, the 2nd payment upon completion of 2 years of service and the 3rd payment upon completion of the 3rd year of service. Applicant is responsible for applicable employee taxes.

This agreement, or any portion of it, would only apply to corrections sergeants and corrections deputies.

Union Request for Use of ARPA Funds

The AFSCME 1619 D (patrol deputies) and 1619 S (patrol sergeants) bargaining groups requested to meet to discuss concerns related to retention and recruiting efforts as well as the use of ARPA funds to help in these areas. Currently, patrol is down one (1) position. There was a strong desire expressed by the union to open the current labor contract to address these issues as well as to discuss current inflation levels far exceeding the yearly COLA adjustment agreed to in bargaining. It was my position that, at this time, the County would not be opening the current labor contract. Furthermore, I explained that at the decision/approval of the Board, language could be drafted outside the labor agreement using an MOU to address all, some, or none of these areas. The following came from this meeting with a clear understanding that expenditures of ARPA funds is 100% under the control of the BOCC. Note – The Clallam County Sheriff's Office command staff participated in this discussion.

Protection Language Recommended - At the discretion of the County, the following shall apply until such time as the County decides to end it. The Union agrees to the following:

- a. This language is outside existing labor contract language;
- b. This agreement, or any portion of it, ends at the discretion of the County;
- c. Past practice rules do not apply to any portion of this language;
- d. Ending this language, or any portion of it, is not subject to the bargaining process.

Ideas Brought Forward as Follows:

Referral Bonus "Bird Dog Bonus" - \$2,500 will be paid to any county employee who recruits a person for the position of Clallam County Sheriff's Office Patrol Deputy. The recruit must successfully complete the entire probation period (to include academy) for the referring employee to receive this bonus. In addition, the employee receiving this bonus must be a current Clallam County employee at the time such bonus is paid. The following applies:

- a. The incentive will only be paid once per recruit;
- b. The existing employee's referral must be "personal", i.e. not the result of paid outreach or recruiting efforts;
- c. The hired recruit confirms that the employee claiming to have made the referral was in fact responsible for recruiting the candidate. If more than one employee claims to have successfully recruited the same candidate, the incoming candidate will designate which employee(s) recruited the candidate and the incentive bonus will be paid to a single designated employee or the \$2,500 incentive will be split among multiple designees;
- d. The incentive will be paid on the referring employee's regular paycheck (subject to payroll taxes) within 30 days of the referred candidate completing his/her probation period;
- e. This bonus does not apply if the candidate is a current employee of the Clallam County Sheriff's Office.

Retention Bonus - Effective October 1st, 2022, each employee who is currently employed as a Clallam County Patrol Deputy or Clallam County Patrol Sergeant will be eligible during a one-week (7 day) period to apply for a one-time, non-precedent setting, retention payment of ten thousand dollars (10,000.00), which is subject to payroll taxes. Receipt of the payment is conditioned on the employee signing an agreement to repay a prorated portion of the payment in the event the employee's employment ends

prior to three years from date of signature. This incentive ends at Midnight October 7th, 2022. It is the responsibility of the employee to ensure that the provided retention document is signed and returned to their supervisor before Midnight on October 7th. There is no exception to this requirement.

Signing Bonus:

- a. \$25,000 for a qualified lateral (qualified meaning having a CJTC peace officer certification or eligible for CJTC peace officer equivalency academy).
- b. \$10,000 for entry level hires
- c. Three (3) year commitment required for either A or B – Three (3) equal payments to be made with the 1st payment occurring after completion of probation, the 2nd payment upon completion of 2 years of service and the 3rd payment upon completion of the 3rd year of service. Applicant is responsible for applicable employee taxes.

This agreement, or any portion of it, would only apply to patrol sergeants and patrol deputies.



14

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 9-19-22**

REGULAR AGENDA ☒ **Meeting Date: 9-27-22**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.01 Junk Dealers – Secondhand Dealers needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, October 11, 2022 at 10:30 a.m.

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

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

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.01 junk Dealers – Secondhand Dealers needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, October 11, 2022 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Sheriff's Office, Department of Community Development, Health and Humans Services – Environmental Health, Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Sheriff's Office, Department of Community Development, Health and Human Services – Environmental Health, Prosecuting Attorney's Office

Date submitted: September 12 ,2022

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

PUBLIC HEARING

An ordinance repealing in its entirety
Clallam County Code Chapter 7.01 Junk Dealers – Secondhand Dealers

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday October 11, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

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.

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

FORMAL IDENTIFICATION: Clallam County Code Chapter 7.01 Junk Dealers – Secondhand Dealers

SUMMARY OF PROPOSED CHANGES:

7.01.010 Definitions - Hereby repealed in its entirety
7.01.020 Bond and license - Hereby repealed in its entirety
7.01.030 Fence - Hereby repealed in its entirety
7.01.040 Receipt and sales - Hereby repealed in its entirety
7.01.050 Recordkeeping - Hereby repealed in its entirety
7.01.060 Hours of operation - Hereby repealed in its entirety
7.01.070 Alteration of property - Hereby repealed in its entirety
7.01.080 Violations - Hereby repealed in its entirety

Publish: September 30, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance repealing in its entirety
Chapter 7.01 Junk Dealers – Secondhand Dealers

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 7.01.010, Definitions, is amended to read as follows:

~~“Junk” means old rope, old iron, brass, copper, tin and lead; salvaged parts and accessories from wrecked automobiles; rubber, rags, empty bottles, paper, bagging, parts of machinery, scrap metals of all kinds, and other worn out and discarded articles, materials, and odds and ends that can be reused.~~

~~—“Secondhand dealer” means any person within the County who engages in the purchase, sale, trade, barter or exchange of secondhand goods, other than “junk” as defined in this chapter.~~

~~Hereby repealed in its entirety~~

Section 7.01.020, Bond and license, is amended to read as follows:

~~—Any person, firm, association, or corporation engaging in the business of buying, selling, or collecting junk or secondhand goods shall provide a surety bond listing the County as additional insured in the penal sum of \$1,000 conditioned upon the due observance, faithful performance, and compliance with Clallam County codes as now in effect or hereinafter amended.~~

~~—In addition to the surety bond, a license purchased from the Auditor in the amount listed in the Clallam County Consolidated Fee Schedule (Chapter 5.100 CCC) is required for each individual business.~~

~~Hereby repealed in its entirety~~

Section 7.01.030, Fence, is amended to read as follows:

~~All sides of the junkyard premises open to view from public ways or adjoining occupied areas shall be fenced with a nontransparent material at least six feet in height.~~

~~Hereby repealed in its entirety~~

Section 7.01.040, Receipt and sales, is amended to read as follows:

~~It is unlawful for any junk or secondhand dealer to take, receive, or purchase personal property of any kind or nature, or any article or thing of value, from a minor, persons intoxicated or appearing to be intoxicated, or persons known to have been convicted of larceny or burglary. Further, it is unlawful to receive, take, or purchase any personal property, goods, or thing of value from any person or persons who refuse to make known their name, place of residence, or to submit to a general description, or knowingly make any false entry of any matter or thing required to be made under the Clallam County Code.~~

~~Hereby repealed in its entirety~~

Section 7.01.050, Recordkeeping, is amended to read as follows:

~~—Every junk or secondhand dealer shall maintain a record book that includes a full and accurate description of goods purchased together with the name, apparent age, signature, residence of the vendor, and date and time. The entries shall be written in English and in ink.~~

~~— The book shall be available for inspection by members of the Sheriff's Department. If the vendor is a minor, a statement of the fact, the amount paid, and the date and hour of purchase must be included.~~

~~Hereby repealed in its entirety~~

Section 7.01.060, Hours of operation, is ~~amended to read as follows:~~

~~It shall be unlawful for any secondhand store or junk shop to remain open or transact business between the hours of 6:00 p.m. and 6:00 a.m. of any day except Saturday, when stores may remain open until 8:00 p.m.~~

~~Hereby repealed in its entirety~~

Section 7.01.070, Alteration of property, is ~~amended to read as follows:~~

~~It shall be unlawful for a junk or secondhand store to alter items received before five days from the date of purchase or receipt have elapsed; provided, a representative of the Sheriff's Department, after examination of a specific quantity of junk or secondhand goods, may permit the same to be sold, removed, melted or otherwise disposed of within a period of time less than that specified.~~

~~Hereby repealed in its entirety~~

Section 7.01.080, Violations, is ~~amended to read as follows:~~

~~— Any person violating or failing to comply with any of the terms and provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of not more than \$100 or imprisonment of not more than 30 days, or by both.~~

~~— Every person concerned in any act or omission in violation of this chapter, whether he directly performs or omits to perform any act in violation of this chapter, or aids or abets the same whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures the terms of this chapter shall be proceeded against and prosecuted as such.~~

~~Hereby repealed in its entirety~~

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

15
9/19/22

Department: Clallam County Roads Department

WORK SESSION ☒ **Meeting Date:** September 19, 2022

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

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

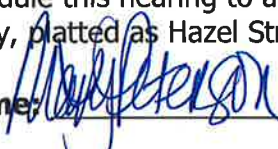
This item is a resolution scheduling a hearing to received public comment on the vacation of a portion of Platted Hazel Street. Currently, there is no road and no future plan to put in a road at this location.

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?)

That the Board review, approve and schedule this hearing to accept public comment for or against the vacation of this portion of right of way, platted as Hazel Street.

County Official signature & print name:  Mary Peterson for Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Linda Capps

Relevant Departments: Roads, Assessor

Date submitted: 09/14/2022

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



CR RESOLUTION ___, 2022

CALL FOR HEARING ON THE PROPOSED
VACATION OF A PORTION OF HAZEL STREET

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Hereby declares its intent to vacate and abandon a portion of county right of way described as follows:
THAT PORTION OF HAZEL STREET BETWEEN LOTS 11-15 BLOCK 2 AND LOTS 11-15 BLOCK 3 IN CLARK'S ADDITION TO PORT ANGELES AS SHOWN IN VOLUME 1 PAGE 119, CLALLAM COUNTY, WASHINGTON.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.
TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, CONDITIONS, ENCUMBRANCES AND RESTRICTION OF RECORDS, IF ANY.
2. Instructs the County Engineer to examine the above described portion of right of way and to report his opinion as to whether the portion of right of way should be vacated and abandoned, whether the portion of right of way is in use or has been in use, the condition of the portion of right of way, whether it will be advisable to preserve it for the county road system in the future, whether the public will be benefited by the vacation and abandonment, and all other facts, matters, and things which will be of importance to the board, prior to the public hearing date set below.
3. RCW 36.87 sets the requirements for the Board to consider vacation and abandonment of public rights way.

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

1. Hereby declares its intent to vacate and abandon right of way described above.
2. Instructs publication, posting, and notification procedures be followed as per RCW 36.87.
3. Sets a public hearing to consider the vacation request, to be held in the Commissioners' Meeting Room, Room 160, Clallam County Courthouse, 223 E. 4th Street, Port Angeles, Washington, on Tuesday October 25, 2022, at 10:30 a.m.

PASSED AND ADOPTED this 27th day of September 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

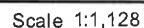
Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

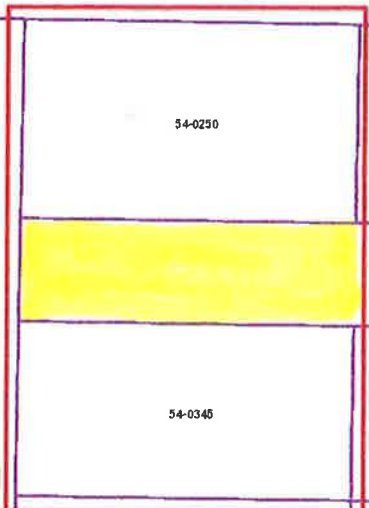
PLEASE PUBLISH: October 3rd & 10th
PLEASE BILL: Clallam County Public Works Dept.
223 East 4th Street, Suite 6
Port Angeles, WA 98362-3015



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24-9064

24-9030



54-0250

54-0200

54-0175

54-0345

54-0330

54-0315

54-0300

32-0250

54-0380

54-0380

54-0375

053007
54-0390

E Vinup St

N Larch Ave

54-0650

54-0640

54-0635

54-0605

54-0545

54-0660

54-0670

54-0685

54-0695

54-0555

E Myrtle St

32-7000

32-0600



AGENDA ITEM SUMMARY

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

16
9/19/22

Department: Public Works

WORK SESSION ☒ **Meeting Date: 9-19-22**

REGULAR AGENDA ☒ **Meeting Date: 9-27-22**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.18.007-6 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

We are requesting an amendment to the Scope of Work and Compensation for Robinson Noble for the Carlsborg UGA water right project. Robinson Noble, a hydrogeologic and engineering consultant, has been assisting the County and PUD #1 of Clallam County to obtain Ecology's approval for water right application G2-30364 (water for the Carlsborg UGA) since September 2017. Project costs have grown due to 1) delays in the project beyond Robinson Noble, Clallam County, and PUD #1 of Clallam County's control, requiring a time extension, 2) increased workload due to presentations, questions, and answers to the Dungeness River Management Team's Water Resources Technical Group and the Jamestown Tribe, 3) additional work for the Record of Examination (ROE) for the Cost Reimbursement Agreement (CRA) with Ecology, and 4) change to the 2022 fee schedule from the 2016 fee schedule. This additional work results in budget and schedule increases for Subtask 2D, Task 3, and Task 4.

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

This is an increase in the budget of Subtask 2D, Task 3, and Task 4. Subtask 2D, Support Documentation Preparation, budget costs increased by \$11,009. Task 3, Mitigation Analysis and Mitigation Plan, increased by \$19,659 and Task 4, Project Management, increased by \$14,860. Total increase to the budget is \$45,528.

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

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

Agenda Item Summary for RN Amendment 6 (9-19-22)

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

Revised: 3-04-2019

Please approve the increase in budget of \$45,528 and time extension through December 2023.
Please sign Amendment #6 to the PSA.

County Official signature & print name: Joe Donisi Joe Donisi

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works and DCD

Date submitted: September 14, 2022

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

Agenda Item Summary for RN Amendment 6 (9-19-22)

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

Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT AMENDMENT 6

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Robinson Noble
 Address: 2105 South C Street
 Tacoma, WA 98402
 Phone N°: 253.475.7711

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on September 26, 2017.

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

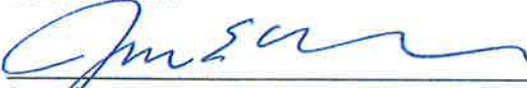
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the 26th day of September 2017 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS



 Joseph E. Becker, President of Robinson Noble

 Mark Ozias, Chair

Print name: Joseph E. Becker

Title: President

Date: Sept. 12, 2022

Originals: BOCC
 Vendor
 Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
 FORM BY THE CLALLAM COUNTY PROSECUTING
 ATTORNEY

SCOPE OF WORK

Recent work to address stakeholder issues and to prepare for and make a presentation to the DRMT-WRTG (and Ecology) goes beyond the scope of work for Task 3 as envisioned in the previous contract amendment. Those efforts included research of issues, and response to mitigation plan comments from stakeholders, and discussions within our technical team (Clallam County, Clallam PUD, and Robinson Noble). The efforts culminated in a Power Point presentation on June 17, 2022. During and after that presentation, it was made clear that additional work was expected by both the Dungeness River Management Team (DRMT) group, Jamestown Tribe, and Ecology. The Jamestown S'Klallam Tribe has hired a hydrogeologist to provide a technical review of the proposed mitigation plan. It is expected that an iterative exchange of questions and answers between DRMT and the County team and also between the Tribe and County team will occur.

Further, Mike Gallagher, with Ecology, indicated the processing of the PUD's water right application would be through a Cost Reimbursement Agreement (CRA) with Ecology. The arrangement in 2017 reiterated in 2019 was that the Ecology intended to process the application internally with Ecology personnel. The CRA approach presumes additional work by Robinson Noble that was not part of the original scope for the contract. This work should be addressed by amendment of Task 2D scope and budget.

Additionally, Robinson Noble is still charging under our 2016 fee schedule which was used as the basis for the hourly rates listed in Attachment B of the original contract. Considering recent inflation, and the fact their standard fee schedule has been increased six times since 2016, Robinson Noble request the hourly rates on their current July 2022 fee schedule be amended to the contract for all work completed after September 1, 2022.

The requested contract amendment to address these issues are discussed specifically below.

Task 2D – Support Documentation Preparation

The original Task 2D scope envisioned preparing a brief report that could be used by Ecology as the basis for writing a Report of Examination (ROE). Now, Ecology stated the ROE should be prepared under a CRA. Robinson Noble, as part of Ecology's Water Resources Consulting Pool, is eligible for preparing a draft ROE under the CRA process. The additional work on Task 2D is anticipated to be the writing of the draft ROE by Robinson Noble and related research and discussion between Robinson Noble, Ecology, Clallam County, and the Clallam PUD to assure acceptable language. It is assumed that the mitigation plan will have been accepted by Ecology substantially as it currently exists (and any modifications to the mitigation plan occur under Task 3 rather than Task 2D). Further, it is assumed that the process will progress in a straightforward manner without contention following acceptance of the mitigation plan.

The draft ROE prepared by Robinson Noble will include all the elements of the originally planned report document. In addition, the draft ROE will detail additional required elements. Specifically, the draft ROE will include the following:

1. Cover Sheet, incorporating:
 - a. Priority date,
 - b. Rates authorized,
 - c. Associated water rights,
 - d. Purpose and place of use,
 - e. Source location,
 - f. Proposed water system,
 - g. Development schedule,
 - h. Provisions (including the mitigation), and
 - i. Findings of fact
2. Investigators Report, including:

- a. Background and summary of water right request;
- b. Water Right Investigation with:
 - i. Site and water system description,
 - ii. History of water use,
 - iii. Discussion of proposed use,
 - iv. Other rights associated with the place of use, and
 - v. Hydrogeologic evaluation;
- c. Analysis with discussions on:
 - i. Physical availability,
 - ii. Legal availability,
 - iii. Impairment,
 - iv. Beneficial use,
 - v. Public interest,
 - vi. Comments from Department of Fish and Wildlife,
 - vii. SEPA consideration,
 - viii. Public notice,
 - ix. Consideration of protests,
 - x. Other public interest concerns; and
- d. Recommendations

Robinson Noble will work with Ecology on the preparation of the draft ROE, and it is assumed several rounds of commenting and editing will be required before a final draft ROE is prepared and posted on Ecology's website. The task also includes other coordination with Clallam County, Clallam PUD, and Ecology.

Publication of the public notice of the water right application is required prior to processing the application (if publication occurred when the water right application was first made in 2006, Ecology will likely require it to be re-published because of the time since the original publication). Clallam PUD will be responsible for publication of the public notice. There will be a protest period following publication and a second protest period following the posting of the draft ROE on Ecology's website. As part of this task, Robinson Noble will address any protests received. However, because of the stakeholder involvement in the project to date, it is expected that any received protests to be minor and time is budgeted accordingly (no more than ten hours of time).

The additional work under this task is estimated at approximately \$21,690. Due to \$10,681 left in its original budget for this task, a budget increase of \$11,009 is required, bringing the total task budget to \$23,509.

Task 3 – Mitigation Analysis and Mitigation Plan

The expansion of scope for Task 3 falls into two categories: work already accomplished and estimated additional work that might be required to achieve acceptance of the mitigation plan by Ecology. The work involved in addressing stakeholder issues and in dealing directly with the DRMT and its Water Resources Technical Group (WRTG) has resulted in \$6,035.48 of unforeseen work in June. This was invoiced to the limit of the existing budget, leaving \$4,289.23 to be covered by this amendment.

Currently, the mitigation plan is being reviewed by a hydrogeologic consultant for the Jamestown S'Klallam Tribe. Presumably, the Tribe's consultant will write a report concerning the mitigation plan. Review of this report, discussion of the report with the County and Clallam PUD, preparation of a response to the report, and attendance at a virtual meeting with the Tribe is added to the Task 3 scope.

The results of the Jamestown Tribe's technical review effort is expected in September. It is assumed three iterations of communication of issues/questions and response by the County's team will be required. This

will likely take place over at least four to six weeks. Internal discussion between Clallam County, Clallam PUD, and Robinson Noble will occur within each of these iterations before a response is presented.

The amount of work involved in the future is speculative and depends upon the result of the Tribe's and DRMT's technical reviews. At this point everything indicates that the mitigation plan seems acceptable to the DRMT and the WRTG, but that they need independent verification of the technical elements of the plan. Acceptance by the Tribe is less certain. Presuming the entities providing the technical reviews accept the fundamental reasoning behind the plan, Robinson Noble may be asked to clarify the methods and the data behind it. If there is a fundamental challenge to the plan, unforeseen complications could arise that cannot be identified at this time.

It is estimated that \$15,370 will be required for Robinson Noble to respond to the Tribe's and DRMT's reviews of the mitigation plan, including necessary internal team discussions before a response is offered, as well as interface with Ecology concerning the mitigation plan prior to acceptance by Ecology.

The overall budget amendment requested for Task 3 is \$19,659 (estimated future work plus the current Task 3 cost overrun). This brings the total Task 3 budget to \$58,751.

Task 4 –Project Management

The additional work described for Task 2D and Task 3 imposes additional project management on the project as well, both for the extra work and the time extension required. Given the review period for the draft ROE (30 days) and the final Ecology decision (45 days), the extended work is expected to carry into mid-2023 but could extend into late 2023. This presumes that no substantial challenge to either the draft ROE or the final decision by Ecology occurs. It is also presumed that the Task 2D work in generating the draft ROE can begin before the mitigation plan issues are resolved.

Additionally, Robinson Noble may need to attend two previously unscoped meetings to present results; one to the Clallam County Commissioners and the other to Clallam County PUD.

An additional \$14,860 is estimated to accommodate the anticipated additional project management during the extension of the contract schedule and prepare for and attend two meetings with County and PUD officials. This brings the total Task 4 budget to \$56,911.50.

The total change with the additions for Task 2 (Subtask 2D), Task 3 and Task 4 is an increase of \$45,528 to the project budget listed in Contract 334.18.007 to a Total of \$248,396.00.

Table 1

Project Task	Scenario 3
1. Assess document consistency	\$1,950
2. Prepare supporting information	\$130,783.50
2A – Compile/analyze info, describe hydrogeologic setting	\$12,104
2B – Assist DCD & PUD in assessing options	\$6,150
2C – Impairment assessment	\$7,276
2D – Support document preparation	\$23,509
2E – Assist with well drilling/testing	\$81,744.50
3. Mitigation analysis and mitigation plan	\$58,751
4. Project management	\$56,911.50
TOTAL	\$248,396.00

COMPENSATION

The compensation to be paid to the Contractor is reflected in Table 1 as part of "Amendment #6" to the Agreement with Robinson Noble (Contract 334.18.007).

In accordance with the "Scope of Work" made part of this Amendment #6, the total amount of compensation to be paid to the Contractor have been increased by the sum of Forty-five Thousand Five Hundred Twenty-eight Dollars Even or **\$45,528.00**. The additional compensation is already reflected in Table 1 and is NOT in addition to the sums listed there.

For all work completed by Contractor after September 1, 2022, the following rates shall apply.

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
Joe Becker, Principal Hydrogeologist	\$215
John Hildernbrand, Principal Environment Scientist	\$215
Rick Powell, Principal Engineer	\$215
Mike Piechowski, Principal Hydrogeologist	\$215
Jim Hay, Principal Hydrogeologist	\$215
Max Will, Principal Hydrogeologist	\$215
Walid Sabbah, Principal Hydrogeologist	\$215
Barb Gallagher, Associate Engineer	\$192
Kari Thomas, Senior Geologist	\$164
John Andreson, Project Engineer	\$128
Andrew Brownell, Project Geologist	\$128
Ryan Minkel, Project Geologist	\$128
Steven Broom, Staff Geologist	\$114
Nancy Garcia-Serratos, Staff Geologist	\$114
Joshua Hansel, Staff Geologist	\$114
David Weiler, GIS and CAD Specialist	\$107
Laura Piechowski, Senior Administrator	\$92
Angie Miller, Administrative Assistant	\$82
Sherrie Hanson, Administrative Assistant	\$82

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.



AGENDA ITEM SUMMARY

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

17
9/19/22
ze

Department: Public Works

WORK SESSION ☒ Meeting Date: September 19, 2022

REGULAR AGENDA ☐ Meeting Date: September ^{XX}27, 2022
20

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:

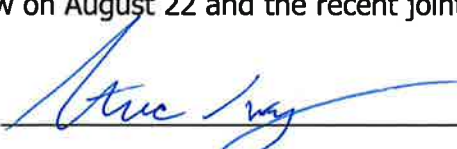
Attached is a Draft Memorandum of Understanding between Clallam County and the Clallam County Public Utility District (PUD) No. 1 regarding Carlsborg Water Supply. A first review of this draft was presented to the Board on August 22, 2022. The Board held a joint work session with the PUD Commissioners on September 12, 2022 that included discussion on the Draft MOU, pending water right for the Carlsborg UGA, and related issues.

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?** ☐

Not Applicable.

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

The Board indicated support to move forward consideration of the Draft MOU at the September 12 joint meeting with the PUD Commissioner's. The Department supports moving forward with a MOU with the PUD. The Department will work with the Board to address any questions or potential desired revisions identified since the initial MOU review on August 22 and the recent joint meeting held with the PUD Commissioners.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: September 14, 2022

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

**Draft Clallam County and Public Utility District Memorandum of Understanding
Regarding Carlsborg Water Supply
--For Discussion Purposes Only**

This Memorandum of Understanding ("MOU") is entered by Clallam County ("County") and Public Utility District No. 1 of Clallam County ("District"), each a "Party" and together the "Parties" to this MOU.

RECITALS

WHEREAS, the County adopted (Resolution 47, 2005) the Elwha-Dungeness Watershed (WRIA 18) Plan which was also approved by the other initiating governments—City of Port Angeles, Elwha Klallam Tribe, Jamestown S' Klallam Tribe, and Agnew Irrigation District (largest water purveyor) to guide the management of water resources.

WHEREAS, the 2005 Elwha-Dungeness Watershed Management Plan encourages new water demand to be served by existing Group A Public Water Systems such as the District's Carlsborg Water System.

WHEREAS, the District's mission is to provide reliable, efficient, safe and low cost utility services in a financially and environmentally responsible manner.

WHEREAS, the District owns and operates a Group A water system that was founded and developed to serve local utility districts ("LUD") initiated in the vicinity of Carlsborg, and the District holds three water rights that together authorize withdrawal and use of 468.5 acre feet from three wells and that are currently dedicated to serving the District's existing customers and commitments in its approved retail service area adopted in the District's Water System Plan.

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

WHEREAS, the County formerly designated the Carlsborg Urban Growth Area (UGA) in 2000 under its comprehensive plan pursuant to the Washington State Growth Management Act (GMA), RCW 36.70A, to encourage new development in an area already characterized by urban growth where public facilities and services such as water supply are and can be provided in an efficient manner.

WHEREAS, the GMA supports the provision of adequate public facilities within the Carlsborg UGA such as public water service from a Group A public water system because such services are usually necessary to support urban densities (WAC 365-196-320).

WHEREAS, there are areas of the Carlsborg UGA where Group A public water system service is currently not available from the District or other existing providers.

WHEREAS, the County's Comprehensive Plan supports the District to be the public water purveyor within the Carlsborg UGA and also for the District's water system to be extended throughout the UGA as expeditiously as possible (CCC 31.03.350 (1d) (4)).

WHEREAS, the District's Water System Plan establishes both a "service area" and "retail service area" boundary for the Carlsborg Water System a map of which is attached as Exhibit A.

WHEREAS, the Carlsborg Water System "retail service area" includes the current District LUDs in the Carlsborg area, including parts of the Carlsborg UGA, where the District currently provides water service and has a duty to provide new service connections as set forth in RCW 43.20.260.

WHEREAS, the Carlsborg Water System "service area" (Exhibit A) outside of the "retail service area" is where future water service is planned by the District and includes areas within the Carlsborg UGA currently not within the District's retail service area and also not served by other Group A public water system providers.

WHEREAS, in order to serve the residential and commercial growth that the County has planned to accommodate in the Carlsborg UGA, the District's Carlsborg water system requires additional water right authorizations, new infrastructure including new water production wells, land to site new wells, water storage and pumping facilities, water treatment facilities, and water conveyance and distribution pipes and facilities.

WHEREAS, in 2006, the District filed water right permit application no. G2-30364 (the "2006 Water Right Application") requesting 215 acre feet per year annual quantity and 510 gallons per minute for instantaneous quantity for the anticipated development in the Carlsborg UGA related to County plans to provide sewer service in the UGA.

WHEREAS, effective January 2, 2013, the Department of Ecology ("Ecology") adopted the Water Resources Management Program for the Dungeness Portion of the Elwha-Dungeness Water Resource Inventory Area (WRIA) 18 ("Dungeness Instream Water Rule"), Chapter 173-518 WAC, that establishes instream flows and closures for identified streams, establishes a water exchange to offer mitigation "credits" for sale, and requires mitigation of all new water uses that would deplete any regulated stream.

WHEREAS, on March 19, 2013, the District and the County entered into the Interlocal Agreement for the Carlsborg Wastewater System that provides in Section 4.5 for "in the event the County proceeds with the Sequim Alternative" (i.e., send wastewater to Sequim for treatment) "and water-use mitigation costs to future water customers in the UGA are thereby adversely affected, the County will purchase or otherwise procure for the District additional water rights to supply water for full buildout of the Carlsborg UGA that is outside of the

District's current local utility district water service areas within the UGA, in a quantity sufficient to offset any adverse effects."

WHEREAS, in January 2015, Ecology approved the Carlsborg Sewer Facilities Plan (Clallam County, December 2014) for the "Sequim Alternative," and subsequently the County constructed the sewer system to convey Carlsborg UGA wastewater to the City of Sequim for treatment.

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

WHEREAS, Ecology has provided comments to the Parties on the 2006 Water Right Application, including that: (a) when the existing water right permit (G2-27681) was issued, the District's stated its intent to serve growth both inside and outside the Carlsborg UGA over an approximate 15 square-mile regional service area; and (b) the need to address long-term regional water supply coordination plans for the Carlsborg water system together with a plan and schedule for implementation that demonstrates how the District will develop and use the requested additional water supplies within the next 20 years, in addition to water previously allocated under Water Right No. G2-27681, to achieve regional and watershed planning goals.

WHEREAS, Ecology also commented that more than 80% of the District's water right allocations to date remain undeveloped.

WHEREAS, the 2005 Elwha-Dungeness Watershed Management Plan has a desired condition and outcome to be water supply strategies that assure public water service will be available to meet buildout potential in the timeframes required, and a recommendation that recognizing projected buildout and new growth within and beyond current service areas, Group A systems should make application to Ecology for water rights needed to serve that growth with water use efficiency, take steps to extend service areas to serve that growth where feasible and cost-effective, and initiate capital facility planning to support these steps.

WHEREAS, the Parties acknowledge that 2006 Water Right Application cannot yield sufficient water resources for full buildout of the Carlsborg UGA, that uncertainty exists regarding the outcome of the 2006 Water Right Application and the quantity that may be approved, and that continuing cooperative efforts by the Parties will be necessary.

WHEREAS, state approval of the District's 2006 Water Right Application together with existing water rights will support over 80% of the estimated full buildout of the Carlsborg UGA providing sufficient water rights to serve the projected UGA growth 20-years and beyond.

WHEREAS, state approval to increase the 2006 Water Right Application from 215 acre per year to 261 acre feet per year combined with existing water right will support full buildout (100%) of the Carlsborg UGA.

WHEREAS, in their comments, Ecology has expressed interest in preventing the proliferation of individual wells and small water systems where public water service is feasible.

WHEREAS, providing water service to the entire 15-square mile service area originally envisioned under the 1992 water right (G2-72681) is not feasible due to a number of considerations such as distance and high costs to extend water supply infrastructure over a large rural area; low density, rural development pattern that is characteristic of the majority of the area; and insufficient water rights to serve existing and future development in such a large area.

WHEREAS, the 15-square mile regional service area under the District's existing 1992 water right has also experienced significant changes in land use and water management including County establishment of the Carlsborg UGA in 2000, County lowering of rural densities outside the UGA, adoption of the Dungeness Instream Water Rule in 2013, establishment of the Dungeness Water Exchange in 2013 to implement the Rule, and District adoption/updates to its Water System Plan (last update 2017).

WHEREAS, to address Ecology comments regarding the proliferation of individual wells and small water systems where public water service is available, the District has identified a proposed expanded Carlsborg Water Service Area (Map Exhibit B) in the region around the Carlsborg UGA and existing LUDs that includes areas where the District has received landowner requests for water service and is adjacent to or in reasonable proximity of current or planned water supply infrastructure where extension of such water service may be feasible.

WHEREAS, expanding the District's retail service area to the remainder of the Carlsborg UGA not served by an existing Group A Public Water System and other areas within the original 15-square mile regional service area will help to reduce the proliferation of individual wells and further perfect the District's existing water rights.

WHEREAS, the District and County believe that shifting production from the shallower, Carlsborg LUD #10 Well (Aquifer 2) to the Carlsborg Very Deep Well (also known as the Van Lan Well, which is screened in Aquifer 4) will reduce impacts to surface waters from groundwater withdrawals and generate the potential for mitigation under the Dungeness Instream Rule that can support the District's expansion of the retail service area in the Carlsborg Region, including into the remainder of the Carlsborg UGA not served by an existing Group A Public Water System and to the rural lands immediately outside (within about 0.5 miles) of the existing service areas, to the extent of the amount of mitigation that Ecology approves.

WHEREAS, in an effort to address rising nitrate levels in water sources from the existing Carlsborg LUD #10 well, the District has developed a proposed project—the Carlsborg Blending Treatment Facility System Facility Project (the "Project")—to blend water from the Carlsborg

Very Deep Well drilled by the County in 2019 with water drawn from the LUD #10 Well, thereby reducing the level of nitrate contaminants to a safe level and improving the overall water quality provided to the District's Carlsborg Water System.

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

WHEREAS, the legal pre-requisites for the District to extend its retail service area, and if necessary, revise its 2017 Service Area Expansion Policy include, but are not limited to, the District submitting a draft Water System Plan Amendment to the Department of Health ("DOH"), DOH reviewing and commenting on the draft, the District defining the SEPA process and schedule, Ecology preparing a report of examination ("ROE") on the 2006 water right application and mitigation plan, Ecology posting a draft ROE for public review, Ecology issuing the final ROE and approval of the mitigation plan, the District selecting a project alternative and adopting the Final Water System Plan, and DOH approving the Water System Plan.

WHEREAS, the Dungeness Water Exchange is the water supplier for rural areas in WRIA 18 that are not possible to be served in a timely and reasonable manner by the District, and the Parties agree that the District cannot serve all such rural areas and should plan to identify a Carlsborg regional service area.

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

WHEREAS, the County and District also seek to work cooperatively to help each other achieve shared and individual goals and interests related to providing public water service and reducing the proliferation of individual wells and small water systems in the Carlsborg UGA and also the expanded rural area identified by the District outside of the UGA and current LUDs.

WHEREAS, to facilitate that cooperative effort, the County and District benefit from documenting their individual and collective interests, objectives and goals in this MOU so that it can serve as the basis for a future Interlocal Agreement that identifies and further specifies roles and responsibilities regarding efforts to provide service of safe drinking water to the existing and future residents in the Carlsborg Region.

NOW, THEREFORE, in consideration of the mutual undertakings and interests contained herein, inclusive of the recitals above, and of the benefits to be realized by each party and in order to realize the benefits to the general public from agreement between the parties, it is agreed by and among the County and District as follows:

INTERESTS

1. Shared Goals. The District and the County share the following goals with respect to land use and water system planning to accommodate the needs of existing development and projected growth in the Carlsborg Region:

- Provide safe drinking water to the customers of the existing and future Carlsborg Water System.
- Expand the District's retail service area to the remainder of the Carlsborg Region that is not currently served by an existing Group A Public Water System.
- Provide predictability of water service to developers within the entire UGA.
- Appropriate and develop sufficient water for full buildout of the Carlsborg UGA, to be supplied by a Group A water system to support affordable housing, economic development, and other development in the existing UGA.
- Prevent permanent reductions in Dungeness River flows or small streams due to new appropriations of water.
- Reduce proliferation of private exempt wells in the Carlsborg Region and preserve the resources of the Dungeness Water Exchange for rural areas.
- Install water transmission lines and other related infrastructure needed to bring water from the Carlsborg Very Deep Well to the Carlsborg UGA.
- Have in place a Blending Treatment System, which uses clean water from the new Carlsborg Very Deep Well to abate nitrate contamination of drinking water supplies from the LUD 10 Well, by 2026.

2. District Interests. The County recognizes the following District interests related to its operations and planning within the Carlsborg Region and agrees to explore ways to protect or advance them through a subsequent Interlocal Agreement:

- Provide safe drinking water to Carlsborg Water System customers.
- Preserve and maintain water availability for the historical LUD areas of the District's existing service area.
- Preserve the existing 2013 Interlocal Agreement with Clallam County.
- Limit expansion of District's existing retail service area throughout the Carlsborg Region to the available amount of Ecology-approved mitigation.
- Plan for expanding the District's retail service area to meet water needs for the full

buildout of the Carlsborg Region, including but not limited to:

- the District's existing Local Utility Districts of the Carlsborg Water System,
 - the District's proposed consolidation of the Van-Lan Water System,
 - the County's existing Carlsborg Urban Growth Area,
 - the Sequim Valley Airport,
 - a regional area extending approximately 0.5 miles from the ends of the existing Carlsborg Water System distribution system (see Exhibit B) to reduce proliferation of individual wells and small water systems in areas where many landowners have expressed interest or requested District water service.
- Generate additional revenue from new customers to pay for the operation, maintenance and future needed improvements to the Carlsborg Water System.
 - Meet the requirements of the 2013 Dungeness River Water Management and Instream flow Rule.
 - Receive grant funding to offset costs of the Blending Treatment System.

3. County Interests. The District recognizes the following County interests related to its planning for growth within the Carlsborg UGA and agrees to explore ways to protect or advance them through a subsequent Interlocal Agreement:

- Expand retail water service in 2022 to the entire Carlsborg UGA not currently served by a Group A Public Water System.
- Continue to support the District in procuring additional water rights for the District for full buildout of the Carlsborg UGA including obtaining approval of the related Mitigation Plan.
- Support the District's Water System Plan Updates that prioritizes water availability and water supply infrastructure improvement in the Carlsborg UGA.
- Develop opportunities for affordable housing and promote opportunities for higher density residential development and new business growth within the Carlsborg UGA as envisioned under the County's comprehensive plan that are currently limited by lack of access to public water supply in a timely manner.
- Promote water use in the Carlsborg UGA that protects instream flows in the Dungeness Valley.
- Meet requirements of GMA to ensure adequate and reliable public water supplies for the Carlsborg UGA.
- Minimize cost of procuring a water right for the full buildout of the Carlsborg UGA.

4. Mutual Interests. The District and the County share the following mutual interests and seek to advance or protect them through action steps:

- Provide safe drinking water to the Carlsborg Region by installing a blending treatment system to reduce the level of nitrate contaminants to a safe level.
- Plan for serving water needs for the full buildout of the Carlsborg Region while meeting the requirements of the 2013 Dungeness River Water Management and Instream flow Rule.
- Develop opportunities for affordable housing and new business growth in a timely manner.
- Plan for serving water needs of the Sequim Valley Airport, an essential public facility, to address emergency use and other water needs.
- Meet requirements of GMA to ensure adequate and reliable water supplies for growth in the Carlsborg Region.
- Continue joint meetings with Ecology to obtain written approval of the District's 2006 water right application and related Mitigation Plan.
- Satisfy Ecology's requirements for addressing public interest associated with original intent and regional projected use of the District's 1992 water right and with achieving regional and watershed planning goals.
- Develop partnerships, support, and address concerns of key stakeholders such as the Jamestown S'Klallam Tribe, Dungeness Water Exchange, Dungeness River Management Team, Carlsborg UGA landowners and developers, Washington Department of Fish and Wildlife of the District's 2006 water right application.
- Continue consensus to obtain Ecology approval of the proposed mitigation plan prepared by Robinson Noble for the Parties that applies new scientific data acquired from drilling of the Carlsborg Very Deep Well that demonstrates the potential to reduce significantly the impacts on surface water flows by shifting production from the existing, much shallower LUD 10 Well (located in Aquifer 2) to the Carlsborg Very Deep Well (located in Aquifer 4).
- Integrate the operation of the blending treatment system into the water right mitigation plan such that continued perfection of the existing LUD 10 Well water right and shifting of production to the Carlsborg Very Deep Well would allow new water uses to be served by the Carlsborg Very Deep Well without impairment of senior water rights and instream flows.
- Reduce the impact of transference of the cost of the blending treatment system (e.g. surcharge or assessment) to Carlsborg UGA landowners and to increase incentives for development.

- Complete the legal pre-requisites that are necessary for the District to expand its retail water service area to include the entire UGA and expand its service area to include the entire Carlsborg Region.
- Upon Ecology approval of the Mitigation Plan and DOH approval of the District's Water System Plan amendment, update County and District Policies that may be needed to further address regional water supply coordination needs.

5. Interlocal Agreement. The County and District will seek to negotiate in good faith an interlocal agreement that seeks to meet and advance their individual and mutual goals and protect and advance their mutual and individual interests.

6. Statement of goals and interests only. The foregoing is a statement of various individual and/or mutual interests and goals to further discussions and negotiations. Nothing in this document is to be construed as a statement of facts asserted by one party, to be relied upon by the other party. Nothing in this document is to be construed as "consent", "assent" or an agreement of any type that is binding or enforceable in any way including reliance.

[Add signature block]



AGENDA ITEM SUMMARY

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

18
9/19/22

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date:** September 19, 2022

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

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Backcountry Horsemen of Washington—Peninsula Chapter seeks County support for their grant application to the Washington State Recreation and Conservation Office (RCO) under the Recreational Trail Program to support their efforts to assist in maintaining recreational trails on the North Olympic Peninsula, including the County's Olympic Discovery Trail.

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?** ☐

Volunteer efforts by the BCHW-Peninsula Chapter to maintain County recreational trail facilities reduce impacts to County road and general funds.

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

Authorize the chair to sign the landowner agreement and letter of support to support the BCHW-Peninsula Chapter grant application to the Washington State Recreation and Conservation Office (RCO) for funding to assist with trail maintenance on the Olympic Discovery Trail and County Parks.

County Official signature & print name: Mary Peterson Mary Peterson

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Roads and County Parks

Date submitted: September 14, 2022

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



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

14 September 2022

Recreation and Conservation Office (RCO)
PO Box 40917
Olympia WA 98504-0917

RE: Back Country Horsemen of Washington (BCHW)—Peninsula Recreation Trails Program

Dear RCO Funding Decision Makers,

Clallam County would like to express our enthusiastic support of the Back Country Horsemen of Washington (BCHW)—Peninsula Chapter, in their work to support recreation on lands managed for trail and recreation use on the North Olympic Peninsula. The BCHW-Peninsula Chapter service area covers nearly 600-miles of trails, and includes over 70-miles (and growing) of the Olympic Discovery Trail in Clallam County managed by the County and other jurisdictional partners and also other trails in several County Parks.

Clallam County and other jurisdictional managers rely heavily on volunteers to help maintain the Olympic Discovery Trail. The BCHW-Peninsula Chapter thru adopt-a-trail agreements, work parties under the direction of BCHW, and participation in work parties associated with our County volunteer trail crew assists with clearing windfall and hazard trees, brushing, improving trail tread, maintaining/repairing bridges, and other trail maintenance. These efforts greatly contribute to providing for a safe and high-quality experience for trail users and recreationists.

Clallam County supports the BCHW-Peninsula Chapter request for grant funding under the Recreation Trails Program. This funding is important to support Clallam County and other local, state and federal trail managers in the maintenance and improvements to the extensive trail network enjoyed by residents and visitors to our Olympic Peninsula communities.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

Recreational Trails Program Landowner Agreement for Maintenance Projects

This agreement, dated and effective beginning the 1st day of November 2023 is made and entered into by and between the landowner and project sponsor (sponsor) identified herein. The parties intend that all terms of this agreement shall remain in effect during the period of performance in the Recreation and Conservation Office (RCO) project agreement and shall be binding during this time.

Parties to the Agreement

Clallam County
Landowner / Landowner Organization

Mark Ozias
Authorized Representative

Board of County Commissioners, Chair
Title

223 East 4th Street, Suite 6
Address

Port Angeles, WA, 98362
City, State, Zip

Back Country Horsemen of Washington
Sponsor

Jen Bond
Authorized Representative

Grant Administrator
Title

PO Box 1132
Address

Ellensburg, WA 98926
City, State, Zip

Purpose

The purpose of this agreement is to describe the terms, conditions, and obligations agreed upon between the sponsor, who is undertaking a project administered through the RCO, and the landowner, who owns the property on which the project will take place.

The sponsor and landowner mutually agree to the scope of work described below on the Olympic Discovery (ODT) and Olympic Adventure (OAT) trails in Clallam County, State of Washington. The undertaking is also described in, and subject to RCO Project Agreement Number 22-1822 into which this agreement, once signed by both parties, becomes incorporated herein.

Scope of Work

Trail/trailhead maintenance as agreed upon by the Clallam County Transportation and Parks Supervisors during the 2023-2025 trail work seasons.

Recitals

The sponsor agrees to:

1. Obtain necessary permits, satisfy State Environmental Policy Act, and comply with all applicable federal environmental regulations, including the National Historic Preservation Act, the Endangered Species Act, the Clean Water Act, the Clean Air Act, and other state and local environmental requirements for the scope of work described in the project agreement.
2. Provide the landowner with a timeline of estimated dates of project activities, including start and completion dates, and to keep the landowner informed of progress.
3. Conduct the project-related activities described in the project description, as incorporated by reference to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing in advance with landowner.
5. Inform landowner of project completion and the dates for this agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.

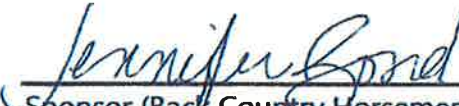
The landowner agrees to:

1. Provide reasonable property access to the sponsor to plan, implement, and complete the project as described in the project agreement.
2. Allow the project area to be reviewed for effects to archaeological and cultural resources pursuant to Section 106 of the National Historic Preservation Act. At minimum, the review requires consultation with the Washington State Historic Preservation Office and interested Native American tribal governments. The lead agency for consultation is the U.S. Federal Highway Administration. If the landowner to this agreement is a federal agency, the landowner certifies that the undertaking in the project's scope of work is, or will be, appropriately reviewed and documented as required by the National Environmental Policy Act and Section 106 of the National Historic Preservation Act of 1966 (16 USC 470) before commencing.

3. Allow public use, of trails and trailside facilities maintained through this project, at reasonable times of the day and year for the term specified above without regard to age, disability, gender, sexual orientation, income, race, or religion.
4. Provide the sponsor and RCO, or their employees, agents, representatives, or assignees, the right to enter the land, at reasonable times to monitor progress, management, and maintenance of the project area.
5. Notify the sponsor of changes in ownership of the property on which the project is located within 30 days of transfer. In the event of such transfer of ownership, the landowner shall provide a copy of this agreement to the succeeding owner prior to such transfer.

This agreement does not convey or transfer property interests to the sponsor or the RCO.

IN WITNESS WHEREOF, the parties have executed this agreement.



Sponsor (Back Country Horsemen of Washington)

9-1-2022

Date

Landowner

Date

Please email a signed copy of this document to Peninsula Chapter BCHW Grant Liaison Denise Hupfer at dhupfer1@outlook.com and BCHW Grant Administrator Jen Bond at bchwgranthelp@gmail.com who will provide a copy of this agreement and any amendments to this agreement to the Recreation and Conservation Office, PO Box 40917, Olympia, WA 98504-0917.



AGENDA ITEM SUMMARY

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

19
9/19/22

Department: Public Works

WORK SESSION ☒ Meeting Date: September 19, 2022

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Three non-profit trails advocacy organizations—Peninsula Trails Coalition, North Kitsap Trails Association, Bainbridge Island Parks and Trails Foundation—working in consultation with the Washington DC-based Rails-to-Trails Conservancy (RTC), propose to prepare a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application, in the \$25-\$45 million range, for a comprehensive, three-county package of projects toward completing the westernmost section of the Great American Rail-Trail (GART), from the ferry terminal on Bainbridge Island to the Pacific Ocean at La Push. The Olympic Discovery Trail (ODT) route in Jefferson and Clallam County's is part of the western terminus of the GART and the grant application would target projects to address ODT gaps and other improvements.

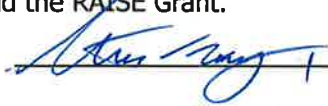
The trail organizations are meeting with the elected leaderships of each jurisdiction, prior to moving forward with consultant hiring, to inform the jurisdictions' leaderships of this grant and project concept. Discussion will also cover the types of support and involvement needed of Clallam County and other trail jurisdictions such as letters of support for the application (likely next Spring), support for jurisdictional staff time to provide information and consultation to the contractor during the development of the application, through next Spring; and participation in determining how an awarded RAISE grant would be managed.

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?** ☐

Not applicable.

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

No action required at this time. The Peninsula Trails Coalition (PTC) will present this concept. Attached are further details on the project proposal concept and the RAISE Grant.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray & Jeff Bohman (PTC)

Relevant Departments: Public Works

Date submitted: September 14, 2022

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

BOCCAgenda_RAISEIntro(09-19-22)
Revised: 3-04-2019

COMPLETING THE GREAT AMERICAN RAIL-TRAIL FROM PUGET SOUND (Winslow) to PACIFIC (La Push)

A Three-County Proposal for a RAISE* Grant

Sponsored by: Bainbridge Island Parks & Trails Foundation (BIPTF), North Kitsap Trails Association (NKTA), and the Peninsula Trails Coalition (PTC)
Fall 2022 through Spring 2023

Objective

Submit a RAISE grant application by the next anticipated deadline of April, 2023 to plan and construct strategic sections of the Puget Sound to Pacific “PS2P” portion of the RTC Great American Rail Trail.

Executive Summary

The three non-profit trails advocacy organizations, (“The Proponents”) working in consultation with the Washington DC-based Rails-to-Trails Conservancy (RTC), propose to prepare a RAISE grant application, in the \$25-\$45 million range, for a comprehensive, three-county package of projects toward completing the westernmost section of the Great American Rail-Trail (GART), from the ferry terminal on Bainbridge Island to the Pacific Ocean at La Push.

The Proponents would seek approval for pursuing the grant from the affected jurisdictions, including Tribes, and would only proceed with concurrence from those jurisdictions to support the project work if the application is successful. The Proponents will secure the funding to hire a consultant (est. of \$120K-\$150K) to produce the grant application. The Proponents, in consultation with the jurisdictions, will direct the work of the consultant, jointly determine the method for the administration of the RAISE grant, if successful, and coordinate all elements of the process and the products.

Background

In April 2022, representatives of the RTC, along with Governor Inslee’s Senior Policy Advisor for Outdoor Recreation and Economic Development, Jon Snyder, made a field visit to the Olympic Peninsula and Bainbridge Island, accompanied by local advocates for regional trails. During this trip, both parties (RTC and Gov. Inslee’s office) indicated that what they were seeing and learning about the current status of regional trails here – the Sound to Olympics Trail (STO) on Bainbridge Island and in north Kitsap County, the Olympic Discovery Trail (ODT) across the north Olympic Peninsula, and the unnamed conceptual connector of the two from Hood Canal

Bridge west to the ODT – suggested that there is a strong possibility of producing a very competitive application for funding under the Federal RAISE program.

As that message carried through their 2-3 days in the area, their local guides agreed to have further exploratory discussions with RTC, and in early June, a conference call led to a decision to provide an early heads up-to staff-level contacts at many of the key jurisdictions (Kitsap, Jefferson, and Clallam counties; cities of Bainbridge Island, Poulsbo, Port Angeles; Port Townsend, and Suquamish and Jamestown S’Klallam Tribes). The conference call also initiated internal conversations and preliminary planning by a representative of each of the three proponents: Barbara Trafton - Bainbridge Island Parks & Trails Foundation, Don Willott - North Kitsap Trails Association, and Jeff Bohman - Peninsula Trails Coalition, along with Steve Durrant, Landscape Architect with a career focus on multi-modal transportation featuring shared-use trails, who has been serving as an expert advocate volunteer with the Proponents.

Favorable Factors

- Governor’s support
- Rails To Trails Coalition support
- WSDOT’s engagement with parts of the route
- Favorable federal agency environment
- Allure of completing the western 150+ miles of the national GART
- Uniquely long corridor of developed rural communities connected by the trail, crossing the Kitsap and Olympic Peninsulas between Puget Sound and the Pacific Ocean
- Multi-jurisdictional scope, including Tribes
- Opportunity for meaningful associated infrastructure projects that would increase competitiveness, such as culvert replacements and mass transit linkages
- Availability of qualified , specialized consultants

Actions to Date

Recognizing the boldness of the concept and the limited timeline, the scoping team concluded that it was important to gather facts supporting the concept’s potential to be able to present to the proponents’ boards, and to the leadership of the jurisdictions. The Proponents’ aim to gather information advances serious feasibility discussions regarding the work to be accomplished, the methods and processes under which all parties would have an appropriate stake in the process and the product. Clearly, this concept is in its infancy and will need to be thoroughly discussed before proceeding. Nonetheless, if the concept has a chance to succeed, and working backward from a submittal deadline of spring, 2023, the scoping team believes

that a consultant would need to be selected by October. With that timeline in mind, the scoping team has sought letters of interest from several highly-qualified candidates and has received expressions of interest from three firms: Alta, Parametrix and MIG. Those responses confirm the feasibility of developing a grant application by the deadline of spring, 2023, within the estimated cost of contracting and managing the consultant.

Proposed Operating Structure

- Proponent consortium raises the funds and has their non-profit, private sector flexibility to move the project along promptly, including managing the consultant's work.
- Consultant management by a designated project manager with proponents' leadership oversight
- Proponents would share project costs equally (1/3 ea. of ~\$150,000)
- Jurisdictions, possibly operating through the existing and relevant structure of the Peninsula Regional Transportation Planning Organization (PRTPO), would help guide the scope of work and would provide limited assistance to equip consultant with info needed to produce the application

Next Steps

The scoping team has discussed important aspects such as funding, project management, providing for thorough jurisdictional involvement, proponent organizations' roles & responsibilities, jurisdictional roles & responsibilities, fiscal management, and related matters. So, starting points for those subjects are ready for discussion. The next step, which this working document is intended to prompt, is a review and discussion by each of the proponents' boards, with the goal of having board approvals in place (along with any and all board input to next steps) by mid-September. PTC has already approved the concept and funding. Meanwhile, similar introductory conversations need to be held by the scoping team members with their respective jurisdictions so that jurisdictional buy-in can be accomplished in September. In turn, that will allow consultant selection in October and the project work could begin.

*** Rebuilding American Infrastructure with Sustainability and Equity (the successor program to previous federal TIGER and BUILD programs)**

About RAISE Grants

The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in active transportation, road, rail, transit and port projects that promise to achieve national objectives. For FY2022, roughly 40 percent of the awards will fund improvements to bicycling, including trails. This year 55 percent were awarded to rural areas.

Roughly 40 percent of the FY'22 awards will fund improvements to bicycling, including trails.

Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants, Congress has dedicated nearly \$9.9 billion for thirteen rounds of National Infrastructure Investments

to fund projects that have a significant local or regional impact.

In each competition, DOT receives hundreds of applications to build and repair critical pieces of our freight and passenger transportation networks. The RAISE program enables DOT to examine these projects on their merits to help ensure that taxpayers are getting the highest value for every dollar invested.

The eligibility requirements of RAISE allow project sponsors at the State and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT programs. RAISE can provide capital funding directly to any public entity, including municipalities, counties, port authorities, tribal governments, MPOs, or others in contrast to traditional Federal programs which provide funding to very specific groups of applicants (mostly State DOTs and transit agencies). This flexibility allows RAISE and our traditional partners at the State and local levels to work directly with a host of

entities that own, operate, and maintain much of our transportation infrastructure, but otherwise cannot turn to the Federal government for support.

Program Background

Since 2009 through 2021*, the Program has awarded more than \$3.8 billion in Federal funding to 345 projects to support rural and tribal communities across the nation, leveraging an estimated \$6.8 billion in non-RAISE/BUILD/TIGER funding. *The August 2022 announcement included an additional 166 projects awarded \$2.275 billion.

Overall, the Department of Transportation has received more than 10,400 applications requesting more than \$185 billion for transportation projects across the country.

The RAISE program enables DOT to use a rigorous merit-based process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make needed investments in our Nation's infrastructure.

Additional background:

- 2022 RAISE grants are for planning and capital investments that support roads, bridges, transit, rail, ports, or intermodal transportation.
- 50% of funding is designated for projects in rural areas, and 50% of the funding is designated for projects in urban areas.
- Nearly two-thirds of projects are located in areas of persistent poverty or historically disadvantaged communities.
- The largest 2022 grant award is \$25 million. Per statute, no more than \$341.25 million could be awarded to a single state in this round of funding.
- FY2022 RAISE funds must be spent by September 30, 2031.

About RAISE Grants

In the eleven rounds of funding between 2009 and 2021, DOT awarded \$3.8 billion to 345 projects from RAISE and its predecessors. In 2022, DOT awarded almost \$2.3 billion to 166 projects.

From the 2022 Notice of Funding Availability

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, "Bipartisan Infrastructure Law," or "BIL") authorized and appropriated \$1.5 billion to be awarded by the Department of Transportation ("DOT") for FY 2022 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. The 2022 Notice of Funding Opportunity (NOFO) solicits applications for projects to be funded under the Local and Regional Project Assistance Program, known as the RAISE Grants program, including any additional funding appropriated for the RAISE Grants program under the FY 2022 Appropriations Act. On March 15, 2022, the Consolidated Appropriations Act, 2022 (Pub. L. 117-103, "FY 2022 Appropriations Act") appropriated an additional \$775 million for the FY 2022 RAISE Grant Program. Therefore, a total of \$2.275 billion in funding was available for the FY 2022 RAISE Grant Program.

RAISE Grants are for capital investments, including acquisition, in surface transportation that will have a significant local or regional impact. Per the BIL, in addition to capital awards, DOT will award at least \$113.75 million for eligible planning, preparation or design of projects eligible for RAISE Grants that do not result in construction with FY2022 RAISE funding; at least \$75 million will be awarded from the BIL funding and at least \$38.75 million will be awarded from the FY 2022 Appropriations Act funding.

Fifty percent of the funding will be awarded to rural areas.

In addition, DOT will award at least \$35 million for projects located in areas of persistent poverty or historically disadvantaged communities; a minimum of \$15 million will be awarded from the BIL funding and a minimum of \$20 million will be awarded from the FY 2022 Appropriations Act funding.

Merit Criteria for Selection

The evaluation of RAISE applications includes specific methods for presenting and reviewing the project benefits. Eight Merit Criteria were used in the FY2022 RAISE process.

Safety: Will the project target known, documented safety problems within the project area or wider transportation network, and how will the project protect motorized and non-motorized travelers or communities from health and safety risks.

Environmental Sustainability: Will the project reduce air pollution and greenhouse gas emissions from transportation, increase use of lower-carbon travel modes such as active transportation, improve resiliency of at-risk infrastructure, incorporate lower-carbon construction materials, or address the disproportionate negative environmental impacts of transportation on disadvantaged communities.

Quality of Life: Will the project improve quality of life by increasing equity and accessibility for travelers, reducing transportation and housing cost burdens.

Improves Mobility and Community Connectivity: Will the project increase mobility and expand connectivity, particularly non-motorized travelers.

Economic Competitiveness and Opportunity: Will the project increase affordable transportation options and system connectivity to revitalize communities, increase access to location-efficient affordable housing, reduce burdens of commuting, increase tourism opportunities, or improve overall well-being. Will project delivery and implementation create good-paying jobs.

State of Good Repair: Will the project contribute to a state of good repair by restoring and modernizing core infrastructure assets, and/or addressing current or projected system vulnerabilities.

Partnership and Collaboration: Will the project engage communities affected by the project, and are equity considerations for disadvantaged communities meaningfully integrated into planning, development, and implementation of transportation investments.

Innovation: Will the project include innovative strategies including: innovative technologies, innovative project delivery, and innovative financing.



20
9/19/22

AGENDA ITEM SUMMARY

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

Department: PAO/Human Resources

WORK SESSION ☒ **Meeting Date: 9-19-22**

REGULAR AGENDA ☒ **Meeting Date: 9-27-22**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Policy Working Group met to review and recommend changes to Policy 220 – Classification, Work Hours and Compensation.

Requesting a briefing and call for hearing on a Resolution regarding proposed changes to Policy 220 – Classification, Work Hours and Compensation.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Prosecuting Attorney's Office, Human Recourses

Relevant Departments: Board of Commissioners, Prosecuting Attorney's Office, Human Recourses

Date submitted: 9-12-22

* Work Session Meeting - Submit 1 single sided/not stapled copy Policy 220 Classification work hours compensation 9-27-22
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday October 11, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the policy listed above. All proposed policies are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

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

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

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

FORMAL IDENTIFICATION: Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

SUMMARY OF PROPOSED CHANGES:

Amending Clallam County Policy 220 Classification, Work Hours, and Compensation See copy of full Policy details at: <http://www.clallam.net/bocc/drafts.html>

Publish: September 30, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board



RESOLUTION _____, 2022

ADOPTING AMENDMENTS TO
POLICY 220 CLASSIFICATION, WORK HOURS, AND COMPENSATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.
2. Periodic updates are required as government rules and regulations change as well as current practices.
3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.
4. A public hearing was held October 11, 2022 to solicit testimony.

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

1. The amendments to Policy 220 Classification, Work Hours, and Compensation are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this 11th day of October, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

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CLASSIFICATION, WORK HOURS, AND COMPENSATION

.1 CLASSIFICATION

1.1 Preparation of Classifications

A classification plan inventorying the duties and responsibilities of all jobs in County service has been developed and implemented. The class plan groups jobs into categories that are basically similar in difficulty and responsibility of work performed and in education, training, and experience requirements. The plan was developed after consultation with County Officials and other persons technically familiar with the character of the work. The Human Resources Director is the designated individual with responsibility of overseeing the continual maintenance and administration of the plan. No County Official shall be granted authority to alter classification without prior approval of the County Administrator with appeal to the Board of County Commissioners, except as otherwise granted by the Charter or this policy.

1.2 Allocation of Positions

A classification title and description shall identify each class. Every position shall be allocated to a classification within the adopted plan. In cases where more than one position exists in a classification, a position description shall further clarify job duties specific to each job. When the classification contains a single position, the classification and position description is combined. Each newly created position will be assigned to the approved classification and shall be clearly defined in the classification description. Employees shall be notified of the assignment of their positions and the class title as it appears on the class description. Positions that are part of a career track will be designated in the classification description.

When a new position is proposed the County Official shall immediately transmit a comprehensive statement of the proposed duties and responsibilities and the rationale for the new position to the Human Resources Director. The Human Resources Director shall investigate the proposal and assign the position to the appropriate class in the classification plan.

All changed or newly created positions shall be presented to the County Administrator for approval of allocation and preliminary budget prior to initial filling and appointment. Positions will not be created without a defined revenue source.

1.3 Classification and Position Description Specifications

Class and Position specifications have the following definition and scope:

- a. They are explanatory only and not restrictive.
- b. In determining the assignment of any position to a class, the specifications shall be considered as a whole, comparing general duties, responsibilities, minimum

- qualifications and relationships to other positions in order to obtain an inclusive picture of the position and place it in the class which embraces it.
- c. The outline of principal duties of work performed shall mean general duties or tasks. It is not intended to prescribe the specific duties of a given position nor to limit the ability of the County Official to modify or alter the detailed tasks involved in the duties, so long as they remain within the general definition of the class.
 - d. The minimum qualification defines the class to which the position shall be allocated by outlining the least acceptable qualifications required to effectively perform the work.
 - e. The class specifications may include additional requirements that are determined to be necessary for the maximum performance of the particular class. These requirements may include possession of a Washington motor vehicle operator's license, physical condition, or any other bona fide qualification pertinent to the position covered by the class specifications.
 - f. Nothing in the class specification is to be interpreted as restricting a supervisor in assigning an employee of one class to perform some of the duties of a higher class for a limited period of time. Such assignment to perform work of a higher class for a limited period comes within the requirements of work in all classes. When an employee is assigned to perform the entire job function of a higher classification for a period of more than two weeks, the employee may be paid at the higher range, assuring that the employee will be compensated a minimum of 5 percent over their current rate.

1.4 Description Changes

Class and position descriptions are treated as living documents with the specific intent that as the duties of the job change, those changes will be reflected in the descriptions. The Human Resources Department maintains the original descriptions for all County jobs, including those under the jurisdiction of Elected Officials and the Civil Service. Prior to any modification, classification and/or position description changes shall first be reviewed by the Director and approved by the Administrator as detailed in this chapter.

1.5 Use of Class Titles

The class title shall be the official title of every position assigned to the class for the purpose of personnel action and shall be used on all payroll, budget estimates, and official records and reports relating to that position. Position titles may be authorized by the Director and used for the purposes of internal administration or in contacts with the public when more than one position exists within a classification.

1.6 Consolidated Classification List

The Director is responsible for maintaining a listing of all classifications and positions in the County, including County Officials and employees. The list shall also contain, at a minimum, the salary range, union status, essential worker status, bloodborne risk, and recurring training requirements of each position. The consolidated list shall serve as the

official classification and position list under the classification plan. The list is contained in section 100 of this policy.

.2 RECLASSIFICATION

Unless previously approved by the County Administrator, it shall be the responsibility of the County Official to require employees to work within their assigned classifications, except in situations where an employee may occasionally or intermittently work out of classification. County Officials are not authorized to re-organize job functions which will require reclassification of existing employees without the approval of the County Administrator.

The Board of Commissioners considers the collective bargaining process as the proper venue for adjustments of salary and benefits for classifications and/or groups of employees. Reclassifications may be considered for individual positions that meet the following criteria.

The following factors may be considered as evidence of possible eligibility for reclassification:

- a. A majority of job duties have changed to the extent they are more accurately reflected in another existing classification description;
- b. A majority of job duties have changed to the extent the job entails a different skill set, which requires increased education or experience in order to perform essential job functions.

The following circumstances are not factors to be considered reasons for reclassification:

- a. Increased volume of the same level of work;
- b. Added duties of a similar nature already covered by the current classification or requiring similar skills, education, or experience;
- c. Duties within a current classification that have not been previously assigned;
- d. Additional assigned duties in a higher classification unless those duties become a majority of the current position;
- e. Enhanced technological tools to perform current duties;
- f. Salary differences for similar jobs in other jurisdictions;
- g. Reclassifications which occur in other departments.

2.1 Procedures for County Official to Request Reclassification

A County Official may request a classification change to meet business needs. Prior to classification or reclassification, the following steps shall be documented in writing and submitted to the Human Resources Director.

(1) County Official Evaluates Need to Change Classification

First, the County Official will evaluate:

- a. Recruitment or retention problems
- b. Service delivery changes or enhancements

- c. Value of the position to the department
- d. Internal equity
- e. Availability of funds
- f. Level of duties assigned to an existing position
- g. Reorganization opportunities due to vacancy

(2) County Official Considers Alternatives

Prior to requesting reclassification, the County Official will consider the following alternatives:

- a. Can work be accomplished within current classification?
- b. Is higher-level work short-term or can a specific project be addressed with out-of-class pay?

(3) County Official Submits Request with Budget

If the County Official decides to proceed with a reclassification request, they will normally submit the request as part of the department's budget submittal. When business needs require an immediate classification change and funding is available within current year's budget, a County Official may submit a request outside the budget process.

2.2 Employee May Request Reclassification

In the event the County Official does not submit a request for reclassification and the employee believes their current assigned duties meet the eligibility criteria as established above, the employee may submit a request for reclassification directly to the Human Resource Director and the County Official. The request will be processed by the Director in the normal course of work priority.

2.3 Human Resources Reviews All Reclassification Requests

When the duties and responsibilities of an existing position are so changed or proposed to be changed, meeting the criteria above, the County Official may request the Human Resources Director conduct a reclassification analysis. All reclassification requests shall be presented in writing accompanied with supporting documentation. The Human Resources Department shall prepare recommendations to the County Administrator.

2.4 County Administrator to Approve

Upon receipt of the recommendations from the Human Resource Director, the County Administrator shall review the results and take action to approve or deny the request.

2.5 Funding and Budget Impacts

The Board of Commissioners may limit consideration of reclassifications based upon financial condition of the County and establish a minimum amount the wage must be under-compensated in order for a reclassification to be considered.

It is the policy of the Board to consider reclassifications that are in excess of 20 percent lower than the established market for the position. The Board may modify the percentage at the time of adoption of the annual countywide budget.

2.6 Determination of Established Market

It is the County's goal to set top step compensation at the average wage for benchmark jobs using a combined market of Western Washington Counties within a population range and assessed evaluation of 60 percent larger and 60 percent smaller than Clallam County. For jobs where there is insufficient market data available within the established comps, the Director may recommend using such other relevant compensation data as may be appropriate and/or a point factor matrix that measures the job complexity and responsibility in relation to other established positions within the County's classification system.

2.7 Notice to the Union

Prior to implementation of reclassification, the Director will notify the Union in writing of the County's intent to reclassify the position. The Union may request a meeting for the purpose of reviewing the data and recommendations. In the event the Union fails to respond within 10-days, the County will commence implementation.

2.8 Implementation of Reclassification Recommendation

Unless otherwise approved by the Administrator, the employee subject to the reclassification will be placed at step 1 of the new range, or, the step of the new range that is approximately 5 percent higher than the employee's current salary, whichever is greater. The step increase date will be modified to reflect the first day of the month following one year from the reclassification date.

2.9 Status of Employees Affected by Reclassification

The status of employees affected by reclassification occurring in the administration of the classification plan shall be resolved in the following manner:

An employee whose position is reclassified to a higher level than the class in which the employee has regular status shall be considered to be a temporary appointee to the higher class. As such, the employee shall be eligible to compete on a promotional basis for the reclassified position; provided, however, that such promotional examination shall be given, or notice of such examination shall be published, within 60 calendar days of the effective date of reclassification. Only those employees who successfully pass the

examination for the position shall be considered for the position. Employees so promoted shall serve a probationary status in the new class.

If the employee is not appointed as the result of the examination, with County Official approval, the employee may be transferred to a vacant position in the same classification as that in which the employee has regular status. If no vacancy exists, the employee shall be laid off and entitled to bumping rights as specified in the applicable labor agreement.

OR;

When reclassification occurs and the position that has been reclassified contains only one employee, the employee occupying the affected position may be retained in the position without examination provided that:

- a. The Director determines that the reclassification results from an official recognition of a change in duties and responsibilities that has already occurred;
- b. The County Official determines that the performance of the duties and responsibilities of the incumbent has been satisfactory;
- c. The incumbent possesses the minimum qualifications for the new class; and
- d. Such other factors as are relevant and appropriate to the establishment of salaries for each position, in the context of the County's total compensation system.

The above conditions are included as a means of encouraging proper classification and organization without jeopardizing the status of employees. If all of the above conditions cannot be met, the County Official and the Human Resources Director shall be guided by other appropriate provisions of these rules.

.10 RESPONSIBILITIES AND AUTHORITIES OF MANAGERS AND SUPERVISORS

Managers, supervisors, and lead workers are key to the success of the organization. These levels are identified in classification and/or job descriptions. Managers and supervisors may delegate authorities but retain responsibility for any function so delegated.

10.1 Managers (including County Officials)

Detailed management responsibilities are contained in the "Regular Management Responsibilities" document that is a part of the County's classification plan. The document is available on the intranet on the "Reference Documents" page. All managers are required to have a working knowledge of the document. In addition, managers have the following responsibilities and authorities.

- a. Appoint employees to positions within their respective departments or divisions according to these policies.
- b. Administer provisions of labor contracts, County and department policies, and procedures and delegate such authority to supervisory personnel.

- c. Plan and organize the functions and activities of their department or divisions.
- d. Prioritize, direct, and control the activities of personnel to ensure effective and efficient services are provided within allocated Resources.
- e. Ensure that citizen complaints and/or allegations of violation of policies and procedures are investigated. Delegate, and/or conduct and document investigations of complaints against employees and administer corrective and/or disciplinary action if appropriate.
- f. Provide supervision to any supervisory or line level personnel directly under their command.
- g. Maintain knowledge of the County organization as a whole and participate, as a member of the management team, in solutions to countywide issues. Managers are expected to understand and be supportive of decisions made for the good of county citizens, even when such decisions may impact their department or division.

10.2 Supervisors

Detailed supervisory responsibilities are contained in the "Regular Supervisory Responsibilities" document that is a part of the County's classification plan. The document is available on the intranet on the "Reference Documents" page. All supervisors are required to have a working knowledge of the document. In addition, supervisors have the following responsibilities and authorities.

- a. Participate with managers in personnel and administrative decisions.
- b. Enforce provisions of labor contracts, County, and department policies and procedures.
- c. Formulate and recommend changes to policies and procedures.
- d. Assure that work assignments are made with the objective of utilizing the skills of assigned employees to the fullest extent of available resources.
- e. Provide supervision and performance evaluation of assigned employees.
- f. Direct the day-to-day activities of personnel assigned to them.
- g. Conduct and document investigations of complaints against employees. Make recommendations for corrective and/or disciplinary action if appropriate.
- h. Maintain knowledge of their department organization as a whole and participate, as a member of the management team, in solutions to department issues. Supervisors are expected to understand and be supportive of decisions made for the good of their department, even when such decisions may impact the function or personnel they supervise.

10.3 Lead Workers

Lead workers may be either regular positions or, a temporary assignment in the absence of the regularly assigned supervisor. Lead workers have authority to direct the day-to-day activities of personnel assigned to them. They are not granted the supervisory responsibilities and authorities listed above.

.20 COMPENSATION

The County maintains a compensation plan to provide for equitable pay for its employees. The compensation plan includes, but is not limited to classification descriptions, salary schedules, labor agreements, and resolutions establishing salary and benefits. The County Administrator, in consultation with the Director, is responsible to administer the compensation plan.

20.1 Basis of Salary

All FLSA non-exempt employees shall be paid based on the actual number of hours worked, including authorized absences with pay, to the total number of hours worked, including authorized holidays, in the payroll period.

All FLSA exempt employees shall be paid a predetermined monthly salary. Payroll and compensation practices and procedures shall account on an hour-for-hour basis the accrual and use of paid leave. Provided, however, that employees exempt from the overtime requirements of FLSA shall not have their salary reduced during the workweek in which they performed any work with the following exceptions:

- Docking of salary is permissible under the law for administration of protected leave under Family Medical Leave Act, Americans with Disabilities Act, Pregnancy Disability Act and Military leave; and
- For infractions of security regulations of major significance promulgated by the County or another government agency, or for infractions of safety rules of major significance intended to prevent serious danger to the workplace or to other employees.

20.2 Rates of Pay

Each employee and County Official shall be paid at one of the steps of the range prescribed for the classification. Temporary and Extra Help workers shall be paid at the range established for un-skilled, semi-skilled, or skilled workers as approved by the Director.

20.3 Beginning Employee Salary

Unless otherwise provided, all employees should be hired at the entry step of the range. A County Official who believes that, based on the qualifications and prior experience of the candidate, an appointment should be made at a step higher than the first step will present their request in writing to the Director, who has authority to approve or deny the request up to Step 5 of the pay schedule. Requests for appointment beyond Step 5, or that require a budget change shall be approved by the Administrator.

20.5 Elected Official Salary

Salaries for the Assessor, Auditor, Community Development Director, County Commissioners, Sheriff, and Treasurer are set by the Board of Commissioners in Resolution ~~44, 2018~~12, 2020 and reflected in the Consolidated Position List.

20.6 Benefited Court Commissioner Salary

Salaries for the benefit eligible Family Court Commissioner and District Court Commissioner are set by the Board pursuant to the below specified percentage of the judge salary for the respective court to which assigned:

- Year 1 – 80 percent of the Judge salary
- Year 2 – 85 percent of the Judge salary
- Year 3 and above – 90 percent of the Judge salary

20.7 Judges Salaries

Salaries for District Court and Superior Court Judges are set pursuant to RCW by the Washington Citizens' Commission on Salaries for Elected Officials.

20.9 Step Increases

Step increases for regular, benefited employees and Appointed County Officials shall be at 12-month intervals. Step increases shall be subject to written satisfactory evaluation of job performance as determined by the County Official. Increases shall be effective on the first day of the month following the 12-month anniversary except when the anniversary falls on the first day of the month in which case the increase shall be effective on that day.

Temporary, Part Time non-benefited including retirement only, or Extra Help Workers with no break in service shall be eligible for step increases after 2080 hours of work. Road and Parks seasonal workers returning from the prior year's service shall be eligible for advancement to the next step in the same assigned range.

20.10 Cost of Living Adjustments

Cost of Living Adjustments are part of the negotiated labor agreement for represented employees.

The salary schedule for County Officials, Charter exempt, non-represented, temporary, and extra help employees shall be adjusted in an amount the same as any cost of living adjustment granted to the management and professional unit not less than zero nor to exceed three percent. Except that the wage for Court Commissioner, County Prosecuting Attorney, ~~Chief Deputy Prosecutor, Chief Civil Deputy Prosecutor,~~ and

District Court ~~2-Judges~~ shall only be adjusted when salaries are modified by the state. ~~Further except that County Commissioners shall receive a 2 percent cost of living adjustment annually until the COLA provisions of Resolution 117, 2008 become effective.~~

20.11 Provisions Should No Labor Agreement be in Place

In the event agreement has not been reached between the County and Local 1619-MP prior to the expiration of the then existing agreement, ~~Elected Officials listed in section 20.4 and~~ Charter exempt, non-represented, temporary and extra help employees shall be compensated at their previous rate plus the last County offered COLA increase, if any, not less than zero nor to exceed three percent.

In addition, the employment group identified in this sub-section ~~and Elected Officials~~ shall receive the last County-offered increase in County contribution to medical/dental/vision, if any. Any increases awarded under this section shall be effective until settlement by Local 1619-MP at which time any additional wages and benefits, including any settlement for retroactive payments shall also be paid. Benefit eligible Judges and Court Commissioners shall have county paid medical benefit contributions adjusted according to the settlement.

20.12 Rate/Step Placement upon Promotion

~~Whenever an employee is promoted, the employee shall be hired into the new position on the County's 9-step pay plan at the step in the new range that is equal in pay to one-step higher than the employee's salary in the old position. The employee's anniversary date shall be changed to reflect the date of the promotion.~~

Whenever an employee is promoted, the employee shall be hired into the new range/step of the appropriate pay schedule as a rate no less than five percent high than the employee's salary prior to the promotion. A County Official who believes that a salary increase of more than five percent should be offered shall present a request for a higher rate and a justification to the Human Resources Director in writing. The Human Resources Director has the authority to approved or deny the request up to Step 5 of the appropriate pay schedule. Requests for appointment beyond Step 5 or requests that require a budget change must be approved by the County Administrator.

20.13 Step Placement on Demotion

When a demotion occurs, the County Official shall recommend to the Director a salary for the demoted employee within the salary range of the lower classification which may be less than or equal to the employee's present salary. If a new anniversary date is established, the new anniversary date shall be noted at the time of the demotion on the personnel action documentation.

20.14 Step Placement upon Recall

(1) Recall to Former Classification

Employees returned to their former classification during the recall period shall be placed at the same step and benefit accrual rates as when they left employment. Adjusted Date of Hire and Adjusted Date of Classification shall be modified to reflect the layoff period.

DRAFT

(2) Recall to a Lower Classification

Employees recalled during the lay off period, to a classification lower than the classification from which they were laid off shall be placed at a step determined by the Director, in consultation with the County Official. Unless approved by the Administrator, the employee shall not be returned at a wage higher than at the time of lay off, or at a step higher than that approved in the budget. Adjusted Date of Hire and Adjusted Date of Classification shall be modified to reflect the layoff period.

(3) Hiring after the Recall Period has Expired

A previous employee re-hired through the competitive process after their time on the recall list has expired is hired as a new employee. Seniority, benefit accrual, and salary are as if the employee had not previously been employed by the County.

.30 HOURS OF WORK

All County positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations.

It is the policy of the County to establish a workweek of 40 hours with a 7-day workweek. Alternate workweeks of 40, 37.5, and 35 hours may only be established by the Administrator based upon business necessity. The workweek runs 12:01 a.m. Monday through Sunday 12 midnight.

The County recognizes that County Officials are responsible to perform their work functions without regard to a set number of hours in the workday or workweek. It is also recognized that each County Official requires one employee to be a confidential employee, available to work when necessary to accomplish essential tasks. The County Charter requires Elected County Officials to designate one individual as exempt from the Personnel System to serve as their chief deputy or administrative assistant. It is the policy of the County that each Elected and Appointed County Official may designate a 40-hour workweek for one individual in their office.

For law enforcement, corrections, and detention employees, the established work period may be subject to C.F.R. 29, Section 207(k), (referred to as 7k). Employees are responsible for accurately reporting all hours worked according to these policies. Sheriff's Department and Juvenile Department employees work schedules may be established based upon 24-hour operation. Workweek for employees, other than those scheduled on a 24-hour operation, shall be four or five consecutive days, evenly divided according to the assigned work hours, but may be varied depending upon business necessity.

Employees shall be assigned to work either a standard or alternate/flex workweek. The workday and workweek shall be established by the County Official of each department and kept

on file with the payroll clerk for that department. The workday and workweek may be changed to accommodate the efficient operation of the department.

30.1 Limitations for Temporary, Extra Help, and Seasonal Workers

Work hours of extra help employees shall be restricted to 69 hours per calendar month. The work hours for temporary and seasonal workers whether skilled, semi-skilled, or unskilled shall be limited by the County Official so as not to qualify the employee for any benefits, including retirement, unless specifically approved by the Director. County Officials are required to be familiar with Department of Retirement Systems' rules, labor contracts, and other regulations that affect employee benefit eligibility.

30.2 Meal Period

All employees shall be granted a meal period of one-half hour or one hour as determined by the County Official. Meal periods shall be taken at a non-public location away from the workstation.

30.3 Rest Periods

All employee work schedules shall provide for a 15-minute rest period during each one-half shift. An additional rest period may be granted for each additional 2-hour increment that an employee is required to work beyond the normal shift. Rest periods may be required to be taken at the workstation.

30.4 Break Time for Nursing Mothers

A nursing mother shall be entitled to unpaid breaks for up to one year after the birth of her child. Such breaks must consist of a "reasonable" amount of time for expressing milk as frequently as needed by the nursing mother.

The County provides a space that is shielded from view and free from intrusion from coworkers and the public. Upon request, an eligible nursing mother will be issued a key to the designated space.

35 OVERTIME

County Officials are responsible to schedule employees in order to provide adequate service while minimizing overtime. Overtime shall only be authorized for business necessity and only within budgeted funds. No overtime shall be authorized for employee convenience.

35.1 Authorization for Overtime

All overtime shall be approved in advance by the employee's supervisor; however, in the case of emergency, the employee shall notify the supervisor as soon as possible of the need to work overtime.

35.2 Definition of Overtime

Unless otherwise specified in a labor agreement, overtime shall be considered as time worked in excess of 40 for the workweek. Part-time or extra help employees whose hours are set at less than 40 shall not be eligible for overtime until the total work hours exceed 40.

35.3 Overtime Rate

Unless otherwise specified in a labor agreement, the rate of compensation for overtime worked shall be 1-1/2 times the employee's regular rate of pay including any shift differential, standby pay, incentive pay or any pay added to the rate as established in the pay plan.

35.5 Compensatory Time

Employees may accrue compensatory time in lieu of overtime payments, with the approval of the supervisor. Unless otherwise specified by labor agreement, employees may not accrue time in excess of 40 hours. Compensatory time will be accrued at the rate of 1-1/2 hours for each hour of authorized overtime worked. The employee and the supervisor are encouraged to schedule use of compensatory time by mutual agreement. The County may purchase back the entire compensatory time balance of any employee, or a portion thereof, at any time with written notice to the employee. The employee may convert compensatory time to overtime by written request.

35.6 Time-off Plan for Non-Represented FLSA Exempt Employees

Non-Represented employees exempt under the FLSA are salaried and exempt from overtime. Such employees may flex time off within a month with Department Head approval. In a calendar month employee hours of work and hours of paid leave shall total not less than the regularly scheduled hours of work for the month.

- a. Non-Represented employees who are exempt under FLSA shall be entitled to earn hour for hour time off commencing with the sixth (6th) hour **worked** beyond their regularly assigned workweek of 37.5 or 40. An annual maximum of two (2) weeks may be earned and either accumulated or used. Such hours must be used as time off prior to the end of the calendar year and shall not be eligible for cash payment or used for the purpose of extending benefits beyond the last active work day. Flex time (where the employee still works their full 37.5 or 40 hours per week, but on a flexible schedule) off is authorized under this provision. Such flexible schedule is termed an alternative workweek. Except in the case of an emergency that requires immediate action, hours in excess of the fifth (5th) hour require pre-approval by the Department Head.

35.7 Overtime Hours not to Affect Benefits

Overtime Hours shall not be credited toward any employee benefit accruals or have any affect on probation, step, or other accrual dates.

35.8 Emergency/Disaster Operations

All FLSA exempt employees performing emergency/disaster duties when working full-time under any activation level designated by the County Commissioners for which the State approves the County for public disaster assistance will be compensated as follows:

- a. Employees will be paid at straight time the sum of their regular hourly rate for those hours worked in excess of 40 in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the County Administrator or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- b. For those hours worked during the activation, one dollar (\$1) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- c. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- d. These provisions are limited to qualifying work performed in the Clallam County Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

.37 VEHICLE ALLOWANCE

A monthly vehicle allowance is provided to certain County Officials. The vehicle allowance is intended to partially reimburse the County Official for travel as part of official business within Clallam County. Travel outside Clallam County shall be reimbursed in accordance with the County's travel reimbursement policy. When traveling outside the County, County Officials who receive vehicle allowance shall deduct the mileage traveled within the County from their total mileage. Unless otherwise provided by contract, the monthly vehicle allowance amount shall be set annually as part of the budget adoption process.

Unless provided a County vehicle in accordance with the County's vehicle policy, the following Elected Officials shall receive monthly vehicle allowance: Assessor, Auditor, Commissioners, Director of the Department of Community Development, Prosecuting Attorney, and Treasurer.

Vehicle allowance will be authorized, in writing, by this policy, employment contract, or Personnel Action Form, approved by the Administrator.

.40 COMPENSATION FOR STAND-BY AND ON CALL STATUS

Time spent in stand-by status is considered compensable hours. Time spent in On-Call status is not considered compensable hours, except that any time spent actually working is paid.

.42 COMPENSATION FOR HIGHER CLASSIFICATION WORK

Except for on-the-job training purposes, whenever an employee is assigned to perform the entire job function of a higher classification for a period of two weeks, the employee may be paid at the higher range for a minimum increase of 5 percent (two steps on the 9-step scale). Performance of such duties on an occasional basis, for short periods, or for training purposes is not subject to pay increase. Out of class pay will not be paid while an employee is on any form of leave unless approved by the Director.

.43 COMPENSATION FOR LEAD WORKER

An employee who is assigned lead worker responsibilities shall be paid a minimum increase of 5 percent (two steps on the 9-step scale) for all hours active at work. Lead worker pay shall not be paid while an employee is on any form of leave, unless approved by the Director.

.44 COMPENSATION UPON TERMINATION

Upon an employee's separation from County employment, the employee will receive the following compensation at the time of the next regularly scheduled payroll:

- a. Wages for all hours that have not been paid
- b. Any holiday pay due
- c. Accrued vacation up to the maximum accrual allowed
- d. Accrued sick leave at the following percentages:
 - 100 percent if death occurs while employed or employee is totally disabled in the line of duty
 - 10 percent if separated other than termination for cause
 - 20 percent upon retirement
 - None if terminated for cause
- e. Any applicable severance pay

Note: Upon retirement PERS 1 employees hired after 1 January 1996 shall be paid for a maximum of 240 hours combined vacation and sick leave unless otherwise provided by contract.

.45 BENEFIT CASH OUT UPON TRANSITION FROM EMPLOYEE TO ELECTED OFFICIAL

Upon election to a County office an employee may choose to cash accrued vacation and/or sick leave benefit as if separated other than termination for cause. In such event payout shall be calculated at the last rate of pay for the last position held prior to election to office.

In the event an election is made not to cash out vacation and/or sick leave, such accruals may be frozen at the earned rate and be eligible for cash out at the time the person ends employment with the County.

.50 PAYROLL

~~NOTE: Section 50.1 and 50.2 below were implemented as of May 2006. The impacts of the pay date change have been fully bargained with the all of County's unions. The Human Resources Director is specifically authorized to make official notices about payroll practices to unions, employees, and Jr. Taxing Districts.~~

In addition, the County has reserved the right in the future to compensate all non-exempt FLSA employees based upon the hourly rate. Currently the County utilizes a compensation formula of annual salary divided by 24 half-months.

50.1 Time Sheets

The County utilizes an electronic sheet to record daily time activity for all employees and County Officials. It is the responsibility of each employee to accurately record all hours worked and leave used prior to the end of each daily shift. Exceptions to this practice shall only be acceptable when extenuating circumstances beyond the employee's control prevent record keeping for a given day. In such event, it is the employee's responsibility to accurately document the prior day's time at the start of the next shift. Time sheets must be completed and submitted to the timekeeper by the end of the shift on the last working day of the month.

The County payroll system will not process countywide payroll until every employee's time has been processed. Therefore, employees and their supervisors will be held accountable for any failure to timely submit accurate time records. When failure to do so occurs, the County Auditor will authorize input of assumed data in order to process payroll. Such assumed data will be subject to correction based upon accurate information received in the subsequent payroll period. When this inconvenience is caused by an employee or supervisor, appropriate discipline will be recommended.

Falsification of time records shall be grounds for immediate discipline, up to and including discharge.

50.2 Pay Periods/Payday

~~Beginning November 1, 2014 and annually thereafter d~~During open enrollment, employees ~~who currently have monthly payroll~~ will have the opportunity to choose between monthly or semimonthly payroll to be effective for 12 months starting January 1 of the following year. ~~For those choosing semimonthly payroll, Semimonthly~~ pay periods are the 1st through the 15th and the 16th to the last day of each calendar month and employees are paid on the 10th and the 25th of each month for the preceding half month. For exempt/salaried employees one-half of their monthly salary will be paid each semimonthly period.

~~For those choosing a monthly payroll, the~~ The monthly pay period begins the 1st day of the month and ends the last day of each month and employees are paid on the 10th of each month for the preceding month. If no written choice is made by the deadline, the default is semimonthly payroll.

If a payday falls on a weekend or courthouse holiday, ~~paychecks~~ will be available deposited on the last workday banking day before the normal payday. ~~Paychecks are normally distributed by supervisors and are available before close of business hours.~~

50.3 Garnishment of Wages/Liens

The County is required by law to accept legal garnishments or liens attached to employee wages. Garnishments and liens require the County to withhold a portion of the employee's disposable earnings for the satisfaction of a debt, and remit the withheld amount to the court or the Internal Revenue Service. If a garnishment or lien is received by the County, the employee will be so notified by Payroll, and may be encouraged to seek the advice of a professional financial counselor.

Wage garnishments and liens place an administrative expense and burden on the County. ~~Multiple garnishments or liens may indicate that the employee has disregarded his or her obligation to pay debts on a timely basis and has shifted the responsibility to the County.~~ For every transaction processed, the County will charge the maximum statutory fees allowable. ~~Receipt of three or more salary garnishments on an employee's wages within 12 consecutive months for three or more separate debts may result in disciplinary action, including discharge.~~

50.4 Direct Deposit of Paychecks

The County utilizes direct deposit of paychecks for the convenience of employees. ~~Effective July 1, 2011, all~~ employees shall utilize direct deposit. Employees can access information about payroll deductions, benefits, and leave accruals through the online employee self-service center.

Employees may direct the deposit of their paycheck into two bank accounts of their choice. The Direct Deposit Enrollment Form and other required documentation must be completed and submitted to the Human Resources Department to authorize direct deposit.

50.5 Payroll Deductions

The County will withhold from an employee's paycheck those deductions required by law, authorized benefits, union dues, and purposes approved by the Administrator.

.60 RELOCATION EXPENSES

Exceptional circumstances may warrant ~~consideration of~~ reimbursing a new employee for certain reasonable costs and expenses directly related to relocation. In all such cases, approval must be obtained from the Administrator before extending any offer to reimburse the employee for relocation expenses. Relocation reimbursements or estimates should be considered in conjunction with determining appropriate salary offers, as they are in effect a part of the new employee's first year earnings, and should be consistent with the employee's salary level.

60.1 Eligibility

Reimbursement for relocation expenses will only be considered for candidates for full-time positions in those instances where substantial recruiting efforts have not identified a sufficient number of qualified applicants living within a reasonable commuting distance of the County. Prior to receiving such reimbursement, individuals must agree that, if they voluntarily separate from the County within two years of the effective date of their appointment, they will repay any monies received for relocation expenses.

60.2 Taxability of Relocation Expenses

The Internal Revenue Service currently requires that each employee report as regular income all amounts received from or paid by his/her employer for the expense of moving from one residence to another. All applicable taxes are the sole responsibility of the employee, and will not be reimbursed by the County.

.100 CONSOLIDATED CLASSIFICATION/POSITION LIST

The County's consolidated list of classifications and positions is available on the County's internet site at www.clallam.net/employment.



AGENDA ITEM SUMMARY

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

21
Ala/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 9-19-22

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

WSAC – Legislative Steering Committee and Federal Issues and Relations Committee:
The Washington Association of Counties (WSAC) is building membership for both the Legislative Steering Committee and the Federal Issues and Relations Committee. The Board will discuss our representation on these key committees.

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

None

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

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: 9-8-22

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



AGENDA ITEM SUMMARY

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

22
9/19/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 9-19-22

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Field Arts and Events Hall – ARPA request:

Field Arts and Events Hall leadership has informally reached out to the county regarding an allocation of ARPA dollars to assist with the capital expense of completing the project, which has seen delays and significant cost escalation due to COVID-19 and associated trends. The county has previously supported this project via an allocation from the Lodging Tax Fund and through infrastructure improvements funded by the Opportunity Fund. The purpose of today's work session will be to give the Commissioners an opportunity to discuss this request and provide Field Arts and Events Hall leadership guidance on whether to pursue a formal application for ARPA funding.

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

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

Discussion and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department

Relevant Departments: Board of Commissioners, Finance Department

Date submitted: 9-14-22

* Work Session Meeting - Submit 1 single sided/not stapled copy Fields Arts and Events Hall ARPA American Rescue Plan Act 9-19-22
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



AGENDA ITEM SUMMARY

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

23
alaya

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 9-19-22

REGULAR AGENDA ☐ **Meeting Date:**

Item summary:

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

Executive summary:

Recompete Act:

Based on conversations with Congressman Kilmer, legislation is in process to help counties in persistent economic distress. He reached out to Olympic Peninsula Counties. The goal of the Recompete Act is to make a major improvement in the "PRIME AGE EMPLOYMENT GAP".

The process will be competitive across the country with the goal of providing ten counties \$100 million in flexible grants over five years to meet their plans. Thirty jurisdiction we be selected with the first round and then with help from Commerce in improving the information and plans, the final ten jurisdictions will be awarding the funding to implement their plan.

The discussion: 1) Is Clallam County or a similar jurisdiction interested in this competitive grant? Who should be involved, i.e. the North peninsula or Clallam County with the understanding that to be successful, multiple jurisdiction will all need to work together?

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 9-14-22

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

Gores, Loni

From: Johnson, Randy
Sent: Wednesday, September 14, 2022 2:00 PM
To: Gores, Loni
Subject: FW: Recompete Act

From: Roper, Andrea <Andrea.Roper@mail.house.gov>
Sent: Wednesday, September 14, 2022 12:12 PM
To: Johnson, Randy <randy.johnson@clallamcountywa.gov>
Subject: Re: Recompete Act

Hey Randy,

Great to hear from you and I am so glad everyone is thinking about this so proactively! Here is my most recent update from our Legislative Director -- the short of it is that it looks like EDA won't send out any implementation guidance until the program gets officially funded, so it may be a few months before we hear more. Let me know if you have any questions or if it's helpful to hop on the phone to chat.

"we won't get implementation information until we can fund the program. FY23 appropriations are delayed-- as we are likely to do another CR through mid-December and then will try again then. So looking like a few more months until we get anything more from EDA.

- Anyways bill text for the bill is here: https://science.house.gov/imo/media/doc/the_chips_and_science_act.pdf (RECOMPETE is section 29, starting on page 760)
- Press release on the pilot: [https://kilmer.house.gov/news/press-releases/kilmers-bipartisan-legislation-to-spur-e\[...\]create-jobs-included-as-pilot-program-in-us-competition-bill](https://kilmer.house.gov/news/press-releases/kilmers-bipartisan-legislation-to-spur-e[...]create-jobs-included-as-pilot-program-in-us-competition-bill)

ANDREA ROPER

Deputy Chief of Staff and District Director

Office of Representative Derek Kilmer (WA-6)

O: (253) 272-3515

950 Pacific Avenue, Suite 1230, Tacoma, WA 98402



[Click here to sign up for updates from Derek](#)

From: Johnson, Randy <randy.johnson@clallamcountywa.gov>

Sent: Tuesday, September 13, 2022 12:53 PM

To: Roper, Andrea <Andrea.Roper@mail.house.gov>

Subject: Recompete Act

Andrea,

I would like to discuss the Recompete Act with my fellow Commissioners next week during our work session. Is there any additional information in addition to the information provided by Derek during our zoom meeting?

Randy



AGENDA ITEM SUMMARY

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

24
9/14/22

Department: Finance

WORK SESSION ☒ Meeting Date: September 19, 2022

REGULAR AGENDA ☒ Meeting Date: September 27, 2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19961.21.001, Amendment #2 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

ARPA SUBRECIPIENT AGREEMENT AMENDMENT #2 – CLALLAM COUNTY PUD FOR PROVISION OF RESIDENTIAL AND COMMERCIAL UTILITY ASSISTANCE GRANTS

Attached for your review and approval is an amendment to the ARPA Subrecipient Agreement for Residential and Commercial Utility Assistance Grants with Clallam County PUD, which was executed by the County on July 27, 2021. This amendment extends the termination date from December 31, 2022 to December 31, 2023. This amendment also allows residential customers to receive more than one award; not to exceed the existing cumulative total of \$4,000.

These two changes were requested by Clallam County PUD in recognition that many of their residential customers continue to be negatively impacted by ongoing, lingering, or multiple COVID-19 infections.

All of the other terms and conditions of the original agreement are unchanged.

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?)

We request the Commissioner's approval to execute this amendment during the September 27, 2022 BOCC Meeting.

* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Subrecipient Agreement Amendment 2 - Clallam County PUD
09272022

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

Revised: 3-04-2019

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

County Official signature & print name: _____



Name of Employee/Stakeholder attending meeting:

Mark Lane, Clallam County Chief Financial Officer

Sean Worthington, Clallam County PUD

Relevant Departments: Finance, BOCC

Date submitted: 9/14/2022

* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Subrecipient Agreement Amendment 2 - Clallam County PUD
09272022

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

Revised: 3-04-2019

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



ARPA SUBRECIPIENT AGREEMENT AMENDMENT #2

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Clallam County PUD, a Washington state public utility ("Subrecipient"), and changes the following attachments to the agreement entered into on July 27, 2021.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the ___ day of September, 2022 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of September 2022.

SUBRECIPIENT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Print name: Sean Worthington

Mark Ozias, Chair

Title: General Manager

Date: September 8 2022

Originals: BOCC
Clallam PUD
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY.

AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 1, page 2, is amended to read as follows:

“Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2023, unless terminated by the County in writing.”

Paragraph 2, page 2, is amended to read as follows:

“ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed \$350,000 to be used for provision of residential and commercial utility assistance, conditioned on the requirement that such funds will be disbursed via an account credit to eligible utility account holders of Subrecipient for utility costs incurred during the COVID-19 public health emergency during the period of March 17, 2021 through December 31, 2023 based on eligibility criteria outlined in Attachment D.”

Attachment D, Scope of Work, is amended to read as follows:

ATTACHMENT D**SCOPE OF WORK**

The Board of Commissioners is directing up to \$350,000 to residential and commercial utility assistance for residents, small businesses, and nonprofits of Clallam County who are utility customers of Clallam County PUD (“CCPUD”) using federal ARPA funding. These funds must be fully distributed by December 31, 2023. The intent of this grant is to provide utility assistance to Clallam County residents, small businesses, and nonprofits who have been severely adversely impacted financially by the COVID-19 public health emergency due to job loss, layoff, reduction of work hours, reduced revenues or other negative economic impacts or circumstances resulting from the COVID-19 emergency that need utility payment assistance to avoid utility disconnect, and who meet the eligibility criteria outlined below.

CCPUD will be responsible for overseeing the program based upon the eligibility criteria, funding uses and process and deadline for distribution shown below.

1. Eligible Recipients

Individuals seeking ARPA funding through this program must:

- Be a Clallam County resident, small business, or nonprofit;

- Be a Clallam PUD residential or commercial utility account holder in either an active or inactive customer status that has a currently past due account balance at the time of application;
- For residents classified as having low to moderate household income based on household size in accordance with HUD Income Limits for Clallam County; OR for residents not classified as low to moderate income who have incurred a financial hardship due to the COVID public health emergency, such as a job loss, reduced work hours, lay off, or experienced food or housing insecurity, illness or other circumstance leading to a significant reduction in household income;
- For small businesses and nonprofits, have incurred a financial hardship due to the COVID public health emergency, resulting in a significant reduction in revenue, business disruption, and/or increased operating costs;
- Consent to disclosure and release by Clallam PUD to Clallam County of all information gathered during the application process and details of award granted under this program;
- Grant limitations: One or more utility assistance grants may be awarded per Household, in an amount not to exceed a cumulative total of \$4,000 for residential utility account holders. One utility assistance grant will be awarded per small business or Non-Profit in an amount not to exceed \$10,000 for commercial utility account holders;

2. Program Funding and Award Amount

The County shall make \$350,000 of ARPA funds available to the program that will be paid to CCPUD following receipt and approval of monthly A-19 equivalent reimbursement requests submitted by CCPUD detailing the utility assistance grants to be disbursed by CCPUD based on eligible applications received, reviewed and certified by the Subrecipient as meeting the eligibility requirements herein until such ARPA funds are depleted. The maximum cumulative amount of utility assistance grant funding awarded is limited to \$4,000 per residential utility account holder and \$10,000 per commercial utility account holder.

Eligible recipients will be awarded utility assistance grant(s) in the form of credits applied to their utilities account with CCPUD under each application or disconnect risk event. Utility assistance grants may only be applied to past due balances existing as of March 1, 2020 or later, and will be subject to reduction on a dollar-for-dollar basis for the total amount of any pending assistance from other sources.

All funds are to be disbursed no later than December 31, 2023.

3. Application, Review and Distribution Process:

- a. Solicitation—CCPUD will promote this utility assistance program on its website, through OlyCAP or other local agencies, and through social or other media.
- b. Application Submission--Applicants can apply by using the "American Relief Plan Assistance Program Application" form available on CCPUD's website and submit that form by mail, at one of CCPUD's drop boxes, email or fax, or alternatively by calling CCPUD's Customer Service center at 360-452-9771, extension 2. As part of the application form, all Applicants are required to self-certify, under penalty of perjury, as to the following:
 1. That the household income and household size indicated in the Application is accurate;
 2. Because of the loss of income, increase in expense or other financial hardship as indicated within the application, the household, business, or non-profit organization cannot pay the utilities without jeopardizing the Applicant's ability to pay for rent, food, medical and related expenses, health insurance premiums, child care, job-related transportation expenses or other organization operating costs vital to its continued operations;
 3. For residents not qualified as low to moderate income, businesses and nonprofits, the non-payment of utilities due is caused by a financial impact from the COVID-19 public health emergency;
 4. The household, business or non-profit organization has paid partial utilities, to the extent possible, considering the financial hardships incurred; and
 5. The information provided in the application is a true and accurate statement of the financial hardship the household, business or non-profit organization has experienced related to the COVID-19 public health emergency.
- c. Review Process--Applications will be reviewed by CCPUD's Customer Service Department. The Customer Service Department will review the application, gather any additional documentation as needed, and make a determination whether the applicant is eligible for ARPA Act Funding.
- d. Award and Disbursement—Based on review of the application, the Customer Service Department will determine the amount of the award based on the need up to the maximum allowed award. Awards will be disbursed via direct bill assistance handled by transactions created from the Customer Service Department, with award payments applied as credits to the Applicant's utility account.
- e. If CCPUD believes an applicant is eligible for additional assistance from another agency above that available under this utility assistance program, CCPUD will provide the necessary referral of that applicant as applicable.

4. Reporting

CCPUD shall submit a monthly report on applications received, and provide an A-19 equivalent report and signed certification detailing funds disbursed to each applicant outlining the applicant account number, applicant's city, type of award (residential or commercial utility assistance), brief description of applicant's COVID-19 related financial hardship (i.e. job loss,

reduction in work hours, layoff, significant decrease in revenue, etc), amount awarded, and award disbursement date.

CCPUD shall maintain all documentation regarding the disbursement of grant funds under this program through the contract period and will provide those materials to Clallam County electronically for future audit or other use.

All other terms or conditions of the original Agreement, as previously amended, not described or mentioned here remain unchanged and continue to have their full force and effect.