



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, August 29, 2023 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of August 21

Approval of vouchers 

- 1b. Approval of payroll for the period ending August 15

Approval of payroll 

- 1c. Approval of minutes for the week of August 21

Approval of minutes 

- 1d. Proclamation recognizing September 2023 as Workforce Development Professionals Month

Proclamation 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Department of Commerce for Secure Crisis Residential Center

Agreement 

- 2b. Agreement with Administrative Office of the Courts for support of CASA Volunteer Guardian Ad Litem Program

Agreement 

- 2c. Agreement with Administrative Office of the Courts for BECCA Programs and Services

Agreement 

- 2d. Agreement with Department of Children, Youth and Families for evidence-based expansion coordinates services

Agreement 

- 2e. Agreement with Department of Children, Youth and Families for At-Risk, Special Sex Offender Disposition Alternative, and Chemical Dependency Block Grant Programs

Agreement 

- 2f. Grant agreement with Olympic Peninsula Visitor Bureau for Tourism Enhancement Grant for fair marketing and advertising

Grant agreement 

- 2g. Grant agreement with State Parks and Recreation Commission for Camp David Jr. canoes and aquatic safety at camp

Grant agreement 

- 2h. Agreement with Clallam County PUD for Broadband Infrastructure Improvements Project

Agreement 

BIDS AND AWARDS

- 3a. Bid award ? Lower Dungeness River Levee Slope Repair ? Scarsella Bros., Inc.

Bid award 

ADMINISTRATION

- 4a. Call for hearing to be held on Tuesday September 12, 2023 regarding amending Clallam County Code chapter 5.100 Consolidated Fee Schedule ? Records Fees Schedule 110-A

Call for hearing 

- 4b. Resolution appointing Jasmine Grenot and Roberta Stoneman to the Developmental Disability Advisory Committee

Resolution 

COMMUNITY DEVELOPMENT

- 5a. Call for hearing to be held no later than Tuesday, September 12, 2023 at 10:30 a.m. regarding a proposed ordinance title Signs

Call for hearing 

PUBLIC WORKS

- 6a. Resolution authorizing the temporary closure of Sekiu River Road ? No. 17810

Resolution 

BUDGET

- 7a. Resolution adopting the following Budget Revisions:
DCD - Lower Dungeness Floodplain - Funding for monitoring devices for the Dungeness Levee which will be used to monitor water quality, fish movement, water flow, and depth/\$50,000
HHS - Foundational Public Health Services - The Foundational Public Health Services budget is being revised to increase the grant funding returned line. This revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request/\$243,969

Resolution 

- 7b. Resolution adopting the following Supplemental Appropriations:
Public Works - Equipment Rental and Revolving - Expenditures for capital machinery purchase were included in the budget, however, the revenue was not/\$924,380
HHS - Environmental Health - Washington State Department of Health Consolidated Contract is
adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services/\$38,333

Resolution 

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

- H1. Consideration of resolution adopting the following Debatable Emergencies:
BOCC Operations - With the reorganization of the Board of County Commissioner and Finance
Department offices, additional furnishings are needed to accommodate the newly hired County
Administrator/\$4,500
Treasurer - Land Assessment - Department of Natural Resources Fire Patrol billed late 2022 and paid in 2023, and increases for the Department of Natural Resources Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels/\$2,000
Public Works - Roads - Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget/\$662,670
Public Works - Equipment Rental and Revolving - The 2023 Equipment Rental and Revolving
did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023/\$288,364
District Court I
? Grant revenue received in 2022 no longer being spent and will be sent back to Administrative Office of the Courts fund source/\$71,501
? Administrative Office of the Courts grant revenue that supports the Mental Health Court was included in the budget, but the expenses were not/\$21,405

Resolution 

- H2. Proposed Ordinance title Landscape Requirements

Ordinance 

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners August 28 - September 1:

Monday, August 28:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, August 29:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

Wednesday, August 30:

8:00 a.m. Coffee with Colleen

Friday, September 1:

9:00 a.m. Housing Solutions Committee Meeting

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.



19
AUG 29 2023

Date of report: August 23, 2023

General	\$139,124.32
Other	\$496,073.79
Total	\$635,198.11

STATE OF WASHINGTON

County of Clallam

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

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

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

MIKE FRENCH

RANDY JOHNSON

TODD MIELKE (County Administrator)

Weekly Expenditures

August 21 - 25, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	390.42			
00100.241/291	Commissioners (BOCC)	42,851.63			
19914.291	BOCC - Veterans Relief		1,968.17		
19961.291	BOCC - American Rescue Plan Act		1,584.67		
00100.331-334	Dept. of Community Develop't (DCD)	5,424.64			
30301.331	DCD - Lower Dungeness Floodplain		662.40		
00100.871	District Court I	510.08			
11301.511	Health & Human Services (HHS)		13,288.13		
00100.511	HHS - Environmental Health	338.16			
11322.511	HHS - Homeless Task Force		3,080.00		
11323.511	HHS - Chem Dep/Mental Hlth		13,366.39		
11341.511	HHS - Foundational Public Hlth Svc		308,968.82		
00100.461	Human Resources (HR)	790.14			
50401.461	HR - Risk Management		2,284.30		
50501.461	HR - Workers Compensation		1,050.00		
00100.411	Information Technology (IT)	10,814.92			
30701.411	IT - Capital Projects		3,291.95		
00100.851	Juvenile Services	2,872.67		9.48	
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		141.23		
00100.911/912	Parks Fair Facilities (PFF)	32,173.89			
30501.911	PFF - Capital Projects		4,137.91		
00100.841-843	Prosecuting Attorney	5,083.56			
	Public Works (PW)				
10101.611	PW - Roads		113,541.56		
41401.611	PW - Clallam/Sekiu Sewer		2,383.78		
43401.611	PW - Bullman Beach Water System		519.54		
50301.611	PW - ER&R (Equip't Rental & Revolving)		22,728.18		
00100.811-815,817	Sheriff	25,737.45		173.43	
00100.816	Sheriff - Jail Medical	9,451.34			
11003.811	Sheriff - Boating Safety		297.65		
11008.811	Sheriff - OPNET Drug		39.95		
11065.811	Sheriff - OPSCAN Operations		1,374.40		
11080.811	Sheriff - Inmate Commissary		387.19		2.57
00100.861	Superior Court	932.87			
12905.861	Superior Court - Dispute Resolution		695.00		
12911.861	Superior Court - Courthouse Facilitator		280.00		
00100.931	WSU Extension	1,569.64			
Total		138,941.41	496,071.22	182.91	2.57

VISA Current Charges:

Statement Date:

Report Reconciliation		Totals			
Total	635,012.63	General Fund	139,124.32		
Final Check Lists	635,012.63	Non-GF	496,073.79		
Difference	-	VISA Charges	-		
		Grand Total	635,198.11	Use Tax	185.48

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

COPY

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
8/29/2023	BOB BARKER CO INC	INV1929123	moliver3	107.70	9.48	107.70
8/29/2023	CHARM-TEX	0332164-IN	jkoon	167.88	14.77	167.88
8/29/2023	QUICKSERIES PUBLISHING INC	107734	jkoon	710.81	62.55	710.81
8/29/2023	SQUAD ROOM EMBLEMS	0257	jkoon	268.00	23.58	268.00
8/29/2023	SWANSONS SERVICES CORP.	1748039	jkoon	29.21	2.57	29.21
8/29/2023	U S BANK	0037-Aug23	jkoon2	824.25	72.53	2,567.38
Totals:				2,107.85	185.48	3,850.98

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0047584	MURRAIN, GLENN	Murray 8/10/23	8/10/2023	AUDIT OF WEST END DROP I	142.13	142.13
8/29/2023	0047781	STRAIT SIGNS	SS028615	8/3/2023	REPAIRING, PUTTING UP, AN	248.29	248.29
Sub total for U S BANK:							390.42

0.*

635,012.63*+

1,569.64+

1,968.17+

1,907.87+

9,451.34+

8,534.39+

19,302.25+

22,728.18+

2,903.32+

113,541.56+

5,083.56+

36,311.80+

141.23+

2,872.67+

14,106.87+

4,124.44+

539,041.50+

510.08+

6,087.04+

44,436.30+

390.42+

0.*

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000716	HAYDEN, JOHN F	Sept-23	8/17/2023	SUPERIOR COURT CONFLIC	2,333.00	2,333.00
8/29/2023	0000842	IMAGINE IT FRAMED	30602	8/17/2023	JEFF FINLEY, IDONA BOWMA	237.92	237.92
8/29/2023	0001149	OLYMPIC STATIONERS INC	97166	8/17/2023	NAME PLATE, STAMP	65.55	65.55
8/29/2023	0001240	PITNEY BOWES	1023639300	8/17/2023	RED INK CARTRIDGE	288.96	288.96
8/29/2023	0001607	KAREN L UNGER, P.S.	Sept-23	8/17/2023	SUPERIOR COURT CONFLIC	4,000.00	4,000.00
8/29/2023	0001615	UNITED WAY OF CLALLAM CC	United Way June	8/17/2023	OCTOBER RESILLIENCE MOI	1,584.67	1,584.67
8/29/2023	0002534	STATE AUDITOR'S OFFICE	L156026	8/17/2023	ANNUAL AUDIT FEE	25,876.20	25,876.20
8/29/2023	0021617	WOLFLEY LAW OFFICE P.S.	Sept-23	8/17/2023	SUPERIOR COURT CONFLIC	4,000.00	
			Sept-23 JW	8/17/2023	SUPERIOR COURT CONFLIC	1,050.00	5,050.00
8/29/2023	0023383	PAYNE LAW, PS	Sept-23	8/17/2023	SUPERIOR COURT CONFLIC	4,000.00	4,000.00
8/29/2023	0046342	NW LAW, PLLC	Sept-23	8/17/2023	DISTRICT COURT I CONFLIC	1,000.00	1,000.00
Sub total for U S BANK:							44,436.30

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000443	DAILY JOURNAL OF COMMER	3391499	8/11/2023	G157 ADVERTISING	662.40	662.40
8/29/2023	0000546	EXPRESS SERVICES, INC	29422046	8/2/2023	CE BURKHARDT	75.10	75.10
8/29/2023	0001603	TYLER TECHNOLOGIES INC.	025-430722	6/30/2023	BD TYLER HARDWARE/MTCE	1,303.42	1,303.42
8/29/2023	0018006	DM DISPOSAL INC, A WASTE	\$833.70	8/17/2023	CODE ENFORCEMENT-FORK	833.70	833.70
8/29/2023	0024303	AMERICAN ASSN OF CODE	EI200002600	8/8/2023	CE 2023 AACE CONF: FRICKE	2,010.00	2,010.00
8/29/2023	0048813	FOUTS, CHRISTINE	FOUTS 8-15-23	8/15/2023	CODE ENF. ADVERTISING ITI	138.00	
			FOUTS 8-16-23	8/16/2023	CE AD CE FOR FAIR BOOTH	41.42	179.42
8/29/2023	0048903	THE COYNE TRUST	REF 6-21-23	8/10/2023	REFUND BPT2023-00543	11.00	11.00
8/29/2023	0048915	HAMMER & NAILS CONSTRU	REF 7-18-23	8/15/2023	REFUND BPT2023-00603	162.00	162.00
8/29/2023	0048917	AMERICAN PLANNING ASSN	V2724	8/16/2023	CP 2023 APA CONFERENCE P	495.00	
			2722	8/16/2023	ADMIN 2023 APA CONFEREN	355.00	850.00
Sub total for U S BANK:							6,087.04

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Final Check List
CLALLAM COUNTY

District Court I Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/29/2023	0021386 STAPLES ADVANTAGE	3543741240	7/29/2023	DC1 SUPPLIES	510.08	510.08
Sub total for U S BANK:							510.08

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Final Check List
CLALLAM COUNTY

HHS

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0001641	VERIZON WIRELESS	9940755465	7/28/2023	WQ - K KOWAL CELL PHONE	338.16	338.16
8/29/2023	0048774	AMAZING MOVERS 360	AM 08-11-23	8/11/2023	HOPS - HRHC FURNITURE AS	990.00	990.00
8/29/2023	0000296	CENTURYLINK	CL 08-06-23	8/6/2023	HOPS - FORKS OFFICE PHON	307.33	307.33
8/29/2023	0048729	CLEVINGER, WILLIAM	WC 08-11-23	8/11/2023	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
8/29/2023	0000546	EXPRESS SERVICES, INC	29422052	8/2/2023	HOPS - EXTRA HELP	1,279.20	1,279.20
8/29/2023	0029280	GRAY, JOHN	JG 08-11-23	8/11/2023	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
8/29/2023	0015513	OLYMPIC PENINSULA COMM	LOPCC 08-02-23	8/2/2023	HOPS - SUDP - JULY 2023	5,858.18	5,858.18
8/29/2023	0001433	SERENITY HOUSE OF CLALLA	SH09-2023	8/11/2023	HOPS - SEQUIM WIC RENT -	250.00	250.00
8/29/2023	0001508	STERICYCLE, INC	3006559314	7/24/2023	HOPS - SYRINGE DISPOSAL	119.24	
			3006570355	7/31/2023	HOPS - SYRINGE DISPOSAL	105.34	224.58
8/29/2023	0001641	VERIZON WIRELESS	9940755465-2	7/28/2023	HOPS - J OPPELT CELL PHON	774.50	774.50
8/29/2023	0033201	WESTSIDE PIZZA	WP 08-11-23	8/11/2023	HOPS - HRHC SUPPORT GRC	104.34	104.34
8/29/2023	0000224	BOYS & GIRLS CLUB OF OLYM	11322-23-BGCO	8/10/2023	HTF - LIFE SKILL TRAINING &	3,080.00	3,080.00
8/29/2023	0001509	CORDANT HEALTH SOLUTION	TC-9901210731	7/31/2023	CD/MH - LIFT COURT - JULY 2	147.46	147.46
8/29/2023	0030719	REFLECTIONS COUNSELING,	113232223RCS	8/14/2023	CD/MH - CRISIS INTERVENTIO	13,218.93	13,218.93
8/29/2023	0001704	WA ST DEPT OF HEALTH	FPHS-SFY23-R	8/3/2023	HOPS - RETURN OF UNUSED	308,968.82	308,968.82
Sub total for U S BANK:							339,041.50

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Final Check List
CLALLAM COUNTY

HR

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000546	EXPRESS SERVICES, INC	29488447	8/16/2023	INV 29488447	774.69	774.69
8/29/2023	0001179	PACIFIC OFFICE EQUIPMENT	1126836	8/16/2023	INV 1126836	1,000.00	1,000.00
8/29/2023	0045459	COASTAL HEALTH	1051	8/16/2023	INV 1051	560.00	560.00
8/29/2023	0048504	MENKE JACKSON BEYER LLP	482-re BTA 7/31/	8/16/2023	ACCT 482-RE BTA	1,774.30	1,774.30
8/29/2023	0048904	LYNCH, SHAWN	VOL DRIV ABS F	8/16/2023	VOL DRIV ABS REIM	15.45	15.45
Sub total for U S BANK:							4,124.44

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Final Check List
CLALLAM COUNTY

IT Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000268	WAVE BUSINESS	103951201-001C	8/29/2023	COMBINED CPI FIBER	3,757.10	3,757.10
8/29/2023	0000289	CDW GOVERNMENT, INC.	SE2305695	8/29/2023	IT20230516 - MERAKI CONSU	2,765.71	
			LH00045	8/29/2023	IT20230202A - CISCO CABLES	526.24	3,291.95
8/29/2023	0000296	CENTURYLINK	4063891222-081	8/29/2023	FORKS SHERIFF #2	311.91	
			300511193-0817	8/29/2023	FORKS COURTROOM FAX	70.97	
			406493163-0817	8/29/2023	PENCOME RINGDOWN	69.87	
			300561295-0817	8/29/2023	CLALLAM BAY DISPATCH	66.24	518.99
8/29/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125810	8/29/2023	TAG 9312 - BOCC COPY COU	585.03	
			1125811	8/29/2023	TAG 12306 - IT COPY COUNT	37.46	622.49
8/29/2023	0001641	VERIZON WIRELESS	9940457491	8/29/2023	IT CELLPHONE & DATA PLAN	1,295.53	1,295.53
8/29/2023	0003410	LEMAY MOBILE SHREDDING	4803965S185	8/29/2023	SHRED SVCS	38.50	38.50
8/29/2023	0004211	CENTURYLINK	3604527831-081	8/29/2023	MAIN COURTHOUSE	1,431.39	
			3604172850-081	8/29/2023	DID ROLLROVER	398.49	
			3604529079-081	8/29/2023	PUBLIC HEALTH	320.37	
			3605651032-081	8/29/2023	MODEM POOL	134.20	
			3606832263-081	8/29/2023	SEQUIM SHERIFF #2	101.40	
			3606832192-081	8/29/2023	SEQUIM SHERIFF #1	64.14	
			3604521625-081	8/29/2023	TELEPHONE SWITCH MAINT	63.38	2,513.37
8/29/2023	0023718	AT&T	3604574397LD-(	8/29/2023	JUVIE COURTROOM FAX LO	47.85	
			0306024016001-	8/29/2023	WESTEND TOLL FREE LINE	27.21	75.06
8/29/2023	0045293	LUMEN	652064298	8/29/2023	LEVEL 3 COMM TRUNK 1	1,993.88	1,993.88
Sub total for U S BANK:							14,106.87

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Final Check List
CLALLAM COUNTY

Juv Svcs

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000159	BOB BARKER CO INC	INV1929123	8/7/2023	DET SUPPLIES	107.70	107.70
8/29/2023	0001547	SYSKO FOOD SERVICES OF	555127458	8/9/2023	DET FOOD	800.00	800.00
8/29/2023	0002030	WAJCA, ANGIE HOLLIS TREA	JDM-FALL 2023	8/11/2023	REGISTRATION	100.00	100.00
8/29/2023	0022041	THOMAS SHERRY, M.S.	4891	7/31/2023	PRO SVCS-SSODA	300.00	
			4892	7/31/2023	PRO SVCS-SSODA	200.00	
			4893	7/31/2023	PRO SVCS-SSODA	200.00	
			4894	7/31/2023	PRO SVCS-SSODA	200.00	900.00
8/29/2023	0023574	EVERT, SUMMER	073123SE	7/6/2023	CAP VOL-MILEAGE	158.77	158.77
8/29/2023	0026602	OLIVER, MICHAEL	2023FAIR-0155	8/11/2023	AWARDS & RECOGNITION	150.00	
			2023FAIR-0160	8/11/2023	AWARDS & RECOGNITION	150.00	
			00793688	8/3/2023	FOOD-SAFEWAY	11.16	311.16
8/29/2023	0039637	WAJDU	WAJDU-081123	8/11/2023	REGISTRATION	132.00	132.00
8/29/2023	0041605	HOME DEPOT PRO	758898662	8/7/2023	DET SUPPLIES	185.96	
			755526514	7/18/2023	OFFICE SUP	83.25	269.21
8/29/2023	0046683	ODP BUSINESS SOLUTIONS	L322677400001	7/31/2023	OFFICE SUPPLIES	93.83	93.83
Sub total for U S BANK:							2,872.67

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Final Check List
CLALLAM COUNTY

Nox Weeds

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000679	GRANT, FRED	Grant2023 7-25	7/25/2023	TRAVEL REIMBURSEMENT F	24.63	24.63
8/29/2023	0009870	ADOLPHSEN, ERIC	Adolphsen2023	7/25/2023	TRAVEL REIMBURSEMENT F	15.46	15.46
8/29/2023	0026655	PAUL, BRUCE	Paul2023 7-25	7/25/2023	TRAVEL REIMBURSEMENT F	68.12	68.12
8/29/2023	0046335	PEACOCK, DAN	Peacock2023 7-	7/25/2023	TRAVEL REIMBURSEMENT F	19.13	19.13
8/29/2023	0046488	STONEMAN, ROBERTA	Stoneman2023	7/25/2023	TRAVEL REIMBURSEMENT F	13.89	13.89
Sub total for U S BANK:							141.23

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Final Check List
CLALLAM COUNTY

Parks Fair Facilities

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/29/2023	0000091	ANGELES MILLWORK & LUMB	336725	8/14/2023	FG PAINT AND SUPPLIES FOI	517.99
				336359	8/14/2023	FG PAINT FOR PICNIC TABLE	265.82
				334429	8/14/2023	FG FASTENERS SELF DRILL I	155.69
				336073	8/14/2023	FG SELFF DRILL NUTSETTEF	132.70
				334376	8/14/2023	FG FENDER WASHER SELF C	122.73
				334275	8/14/2023	FG GREASE EY EBOLT HINGE	106.65
				336444	8/14/2023	FG WINDOW BRUSH LIQUID	89.61
				335883	8/14/2023	FG TORCE BLADE BRUSH T H	73.40
				335682	8/14/2023	FG CONCRETE MIX BAGS	69.61
				335783	8/14/2023	FG PVC ELBOWS COUPLING	69.53
				335879	8/14/2023	FG FASTENERS SAWZALL AN	68.50
				336172	8/14/2023	FG BOLT HOOK FASTENERS	63.21
				334328	8/14/2023	FG FENDER WASHER WOOD	58.20
				334278	8/14/2023	FG FLAT WASHER WHEEL O)	50.07
				335582	8/14/2023	FG CONCRETE MIX BAGS	49.72
				k10508	8/14/2023	FG PREMIUM DOUG FIR	47.35
				335203	8/14/2023	FG DOWEL HASP DOOR STO	46.02
				336183	8/14/2023	FG POLYBRAID ROPE	43.06
				336078	8/14/2023	FG OXYGEN 155	39.70
				336342	8/14/2023	FG BLUE TARP	35.89
				336283	8/14/2023	FG HEX BOLT FLAT WASHER	32.53
				334281	8/14/2023	FG WIRE ROPE CLIP	28.28
				336926	8/14/2023	FG POLYBRAID ROPE	23.91
				336813	8/14/2023	FG MISC FASTENERS	23.37
				335640	8/14/2023	FG MISC FASTENERS	22.54
				336862	8/14/2023	FG SPRING SNAP LINK QUICI	20.64
				336893	8/14/2023	FG MISC FASTENERS	14.59
				334598	8/14/2023	FG PVC SLIP JOINT P TRAP	9.78
				334407	8/14/2023	FG FASTENERS ROUND POIN	8.69
				336450	8/14/2023	FG MISC FASTENERS	8.12
				334533	8/14/2023	FG MASONRY CUT OFF	7.81
				334535	8/14/2023	FG METAL CU TOFF MASONF	0.87
							2,306.58
	8/29/2023	0000196	BILLS PLUMBING & SANIKAN	is3662664	8/14/2023	FWB SANIKAN	105.00
				s3662885	8/14/2023	DRA SANIKAN	100.00
							205.00

Bank : apbank U S BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
8/29/2023	0000290	CED/STUSSER - SEATTLE	5948-1040937	8/14/2023	FG FLRLMP BBULBS	946.56		
			5948-1040769	8/14/2023	FG BARN LIGHTS	404.74		
			5948-1041454	8/14/2023	FG BARNLIGHTS	269.82		
			5948-1041507	8/14/2023	FG TWIST LOCK PHOTO LEN	195.84		
			5948-1040807	8/14/2023	FG 125V GFCI RCP	127.17	1,944.13	
8/29/2023	0000359	CLALLAM COUNTY PUBLIC W	1480 7/23	8/14/2023	CB JULY SEWER	83.38		
			2023.209e B	8/14/2023	FG GAS & DIESEL BALANCE	54.00	137.38	
8/29/2023	0000677	GRAINGER INC	9791935142	8/14/2023	FG EXTENSION CORD FIRE E	594.80		
			9794813676	8/14/2023	CH MULTI BIT SCREWDRIVER	79.47		
			9785691073	8/14/2023	FG CABLE TIES	74.42	748.69	
8/29/2023	0000714	HARTNAGEL BLDG SUPPLY IM	491921	8/14/2023	FG FIRST AID BLD PREM COM	52.91	52.91	
8/29/2023	0000725	HEARTLINE, THE	a19454	8/14/2023	FG TOP SOIL	48.96	48.96	
8/29/2023	0001156	OLYPEN INC	230810-0013	8/14/2023	DRA DSL INTERNET	23.95	23.95	
8/29/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125816	8/14/2023	FG COPIER SERV	298.50	298.50	
8/29/2023	0001253	PORT ANGELES SOLID WAST	1144257	8/14/2023	CH DUMP FEE	102.81		
			146474	8/14/2023	FG DUMP FEE	32.98		
			1141560	8/14/2023	JUV DUMP FEE	19.45	155.24	
8/29/2023	0001331	RAINBOW SWEEPERS INC	46033	8/14/2023	JUV ADA COMPLIANT CONCF	3,073.60		
			46010	8/14/2023	FG WEST LOT PATCH	2,937.60		
			46034	8/14/2023	JUV ADA PARKING SPOTS & I	2,910.40	8,921.60	
8/29/2023	0001540	SWAIN'S GENERAL STORE IN	315587	8/14/2023	FG YELLOW JACKET TRAPS	360.30		
			316214	8/14/2023	FG WILDER STAGE GLUE VEI	51.95		
			316293	8/14/2023	CDJ LONG REACH MATCH RC	9.94		
			315990	8/14/2023	SMPK RING HOG	4.97	427.16	
8/29/2023	0001576	THURMAN SUPPLY	867922	8/14/2023	FG GARDEN HOSE WAX RING	142.17		
			867429	8/14/2023	FG ALUMN FOIL TAPE WALL C	141.14		
			866718	8/14/2023	CDJ PVC TEE, ELBOWS	10.14		
			867923	8/14/2023	FG PLUNGER	4.00	297.45	
8/29/2023	0001704	WA ST DEPT OF HEALTH	10837E	8/14/2023	CDJ WATERY SYST 2023 PER	233.30	233.30	
8/29/2023	0001730	WASHINGTON STATE FAIRS A	023-118 Dues	8/14/2023	FG 2023 DUES	500.00	500.00	
8/29/2023	0001821	ZENOVIC & ASSOCIATES	20767	8/14/2023	FG STRUCTURAL ANALAYSIS	1,000.00	1,000.00	
8/29/2023	0003431	HI-TECH SECURITY, INC.	70531	8/14/2023	FG COMMERCIAL FIRE ALAR	250.00		
			70532	8/14/2023	FG ALARM BATTERY REPLAC	108.80	358.80	
8/29/2023	0004448	DAREN'S POINT S TIRE & AU	0094241	8/14/2023	FG VALVE FOR TUBE TIRE	16.60	16.60	
8/29/2023	0026936	SITKUM TREE SERVICE	1055	8/14/2023	CDJ HAZARD TREE REMOVAI	3,882.46	3,882.46	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0032999	PLATT	4e92596	8/14/2023	FG BALAST	331.75	331.75
8/29/2023	0035093	PROMO DIRECT	s260519	8/14/2023	FG TSHIRTS HOODIES FOR F	5,036.28	5,036.28
8/29/2023	0036418	PA FAR WEST MACHINE &	HY0823-8864H	8/14/2023	FG BAND STAND HYDRAULIC	34.03	34.03
8/29/2023	0036751	WINN, GEORGE	Tractor Supply 1:	8/14/2023	2023 FAIR REIMBURSE G WIN	119.68	119.68
8/29/2023	0037225	JACKSON, DALE	817-23-01 7/23	8/14/2023	2006FAC EOC RELOC PRJT M	4,085.00	4,085.00
8/29/2023	0041605	HOME DEPOT PRO	759650997	8/14/2023	CH MULTIFOLD TOWEL BATH	2,320.09	
			757911151	8/14/2023	FG NITRLE GLOVES SPONE I	1,725.32	
			759650989	8/14/2023	CDJ BATH TISSUE PAPER TO	760.00	
			759146731	8/14/2023	CH FLR CLNR MULTI FOLD TK	230.61	
			758167936	8/14/2023	CH MICRO FILTERS	109.02	
			759146723	8/14/2023	CH VACUUM HOSE	93.68	
			758652739	8/14/2023	CDJ LINER RETURN	-92.37	5,146.35
Sub total for U S BANK:							36,311.80

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000546	EXPRESS SERVICES, INC	29422064	8/17/2023	EXPRESS SERVICES	420.94	420.94
8/29/2023	0000890	LANGUAGE LINE SERVICES, I	11070124	8/17/2023	LANGUAGE LINE	98.67	98.67
8/29/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125845	8/17/2023	POE CONTRACT	205.23	
			1125844	8/17/2023	POE CONTRACT	203.97	
			1125846	8/17/2023	POE CONTRACT	115.74	
			1125847	8/17/2023	POE CONTRACT	46.10	571.04
8/29/2023	0041149	SEATTLE CHILDREN'S HOSPI	17578043	8/17/2023	AUTOPSY FEE	1,500.00	1,500.00
8/29/2023	0046683	ODP BUSINESS SOLUTIONS L	324248947001	8/17/2023	OFFICE SUPPLIES	141.39	
			324248116001	8/17/2023	OFFICE SUPPLIES	56.56	
			32428951001	8/17/2023	OFFICE SUPPLIES	10.86	208.81
8/29/2023	0047010	HAMLIN, ROBERT	20234	8/17/2023	PROCESS SERVER FEES	811.00	811.00
8/29/2023	0047168	MILLETT, NATHAN	MILLETT8/17/23	8/17/2023	MILEAGE REIMBURSEMENT	1,473.10	1,473.10
Sub total for U S BANK:							5,083.56

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	8/29/2023	0000039	ALBINA FUEL	0302989-IN	7/7/2023	CHIP SEALING -PA	22,615.89	
				0303018-IN	8/7/2023	CHIP SEALING -PA	22,595.04	
				0302980-IN	8/7/2023	CHIP SEALING -PA	22,024.95	
				0303012-IN	8/7/2023	CHIP SEALING -PA	21,934.57	
				0303163-DM	8/8/2023	CHIP SEALING DEMURRAGE-	979.20	
				0303167-DM	8/8/2023	CHIP SEALING DEMURRAGE-	816.00	
				0303166-DM	8/8/2023	CHIP SEALING DEMURRAGE-	734.41	
				0302848-DM	7/31/2023	CHIP SEALING DEMURRAGE-	693.60	
				0303160-DM	8/8/2023	CHIP SEALING DEMURRAGE-	571.21	
				0303235-DM	8/8/2023	CHIP SEALING DEMURRAGE-	408.01	
				0303164-DM	8/8/2023	CHIP SEALING DEMURRAGE-	326.40	
				0303161-DM	8/8/2023	CHIP SEALING DEMURRAGE-	326.40	
				0303162-DM	8/8/2023	CHIP SEALING DEMURRAGE-	326.40	
				0302849-DM	7/31/2023	CHIP SEALING DEMURRAGE-	244.81	
				0303234-DM	8/8/2023	CHIP SEALING DEMURRAGE-	244.81	
				0303236-DM	8/8/2023	CHIP SEALING DEMURRAGE-	244.81	
				0303248-DM	8/8/2023	CHIP SEALING DEMURRAGE-	204.00	
				0303177-DM	8/8/2023	CHIP SEALING DEMURRAGE-	81.61	95,372.12
8/29/2023	0000047	ALLFORM WELDING	29563	8/9/2023	DEER PARK REST AREA TOIL	203.63	203.63	
8/29/2023	0000091	ANGELES MILLWORK & LUMB	337526	8/17/2023	TRAIL SUPPLIES	39.19	39.19	
8/29/2023	0000172	BAXTER A/P OFFICE	15663-51013	8/9/2023	MAINTENANCE SUPPLIES- P/	19.75	19.75	
8/29/2023	0000546	EXPRESS SERVICES, INC	29422046-10101	8/2/2023	EXPRESS EMPLOYMENT 07/	4,308.76	4,308.76	
8/29/2023	0000594	DECKER CITY HARDWARE, TI	785067	8/8/2023	MAINTENANCE SUPPLIES-LC	62.96	62.96	
8/29/2023	0000599	FORKS OUTFITTERS	080823-0011	8/8/2023	MAINTENANCE SUPPLIES- LC	42.30	42.30	
8/29/2023	0000709	HARBOR SAW & SUPPLY	764703	8/10/2023	MAINTENANCE SUPPLIES-PA	86.08	86.08	
8/29/2023	0001149	OLYMPIC STATIONERS INC	97144	6/29/2023	OFFICE SUPPLIES	84.95	84.95	
8/29/2023	0001551	TACOMA SCREW PRODUCTS	140086830-00	8/7/2023	MAINTENANCE SUPPLIES- P/	196.08	196.08	
8/29/2023	0001781	WHITEHEADS AUTO PARTS IN	264480	8/8/2023	MAINTENANCE SUPPLIES-LC	33.59	33.59	
8/29/2023	0001861	POWERSCREEN OF WASHIN	(RSA000354-2	8/11/2023	SCREENING FREIGHT	6,190.20	6,190.20	
8/29/2023	0004211	CENTURYLINK	6812667-080723	8/7/2023	360-681-2667 726B	194.02		
			6835282-080823	8/8/2023	360-683-5282 747B	128.24	322.26	
8/29/2023	0016373	WESTERN CONFERENCE OF	3564470975-062	6/1/2023	TEAM PENSION 06/2023	206.70		
			3568523586-072	7/1/2023	TEAM PENSION	196.85	403.55	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0017663	ARAMARK UNIFORM SVCS IN	5120298818	8/15/2023	LAUNDREY SERVICE-PA	16.32	
			5120300793	8/17/2023	LAUNDRY SERVICE-LC	16.29	
			5120300805	8/17/2023	LAUNDRY SERVICE-SQ	16.29	48.90
8/29/2023	0041163	FICKETT STRUCTURAL SOLU	23050-01	8/16/2023	PROFESSIONAL SERVICE	5,642.24	5,642.24
8/29/2023	0048862	WA STATE UNIVERSITY	RS2022-0547-02	8/16/2023	WSU PROFESSIONAL EDUC	485.00	485.00
Sub total for U S BANK:							113,541.56

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CLALLAM COUNTY

Public Works (2)

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0029528	ADVANCED ANALYTICAL SOLI	34319	7/15/2023	TESTING SERVICE- WWTP	272.72	272.72
8/29/2023	0000443	DAILY JOURNAL OF COMMER	3391500	8/11/2023	DAILY JOURNAL OF COMMEF	770.40	770.40
8/29/2023	0000594	DECKER CITY HARDWARE, TI	784892	8/7/2023	MAINTENANCE SUPPLIES-W	86.73	86.73
8/29/2023	0001058	NCL OF WISCONSIN INC	490764	8/2/2023	SUPPLIES-WWTP	992.91	992.91
8/29/2023	0001621	USA BLUE BOOK	INV0008558	7/26/2023	MAINTENANCE SUPPLIES-W	261.02	261.02
8/29/2023	0000546	EXPRESS SERVICES, INC	29422046-43401	8/2/2023	EXPRESS 07/18-07/30 CROSS	519.54	519.54
Sub total for U S BANK:							2,903.32

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000090	ANGELES MACHINE WORKS	178165	8/4/2023	Cutting Edge and Install - PA 61	1,187.01	1,187.01
8/29/2023	0000172	BAXTER A/P OFFICE	15663-51397	8/16/2023	Engine Mount - PA S340	129.07	
			15663-51036	8/9/2023	Air Filter - PA 183	55.19	
			15663-51338	8/15/2023	XBO - PA S329	13.82	
			15663-51399	8/16/2023	Paint Marker - PA	12.16	
			15663-41255	3/15/2023	Caliper Return - PA S351	-103.36	106.88
8/29/2023	0000377	PACWEST MACHINERY LLC	20364429	7/20/2023	Switch - PA 1038	684.79	684.79
8/29/2023	0000729	HERMANN BROS. LOGGING	A1CI005849	8/15/2023	Particulate Sensors - PA 204	687.18	687.18
8/29/2023	0000848	PAPE KENWORTH NORTHWE	14093492	8/10/2023	Draglink - SQ 243	623.89	623.89
8/29/2023	0001187	PAPE MACHINERY INC	14683793	8/10/2023	Drag Link - SQ 243	657.37	657.37
8/29/2023	0001252	PORT ANGELES, CITY OF	52934/4358 8/11	8/11/2023	Utility Charges - PA	2,299.93	2,299.93
8/29/2023	0001378	RUDELL AUTO MALL	188380	8/14/2023	Connector - PA S315	24.85	24.85
8/29/2023	0001405	LES SCHWAB TIRE CENTERS	38000814552	8/10/2023	24.5/16 Tires - PA 225	5,095.80	
			3810054939	8/8/2023	22.5/20 Tires - SQ 205	1,642.62	6,738.42
8/29/2023	0004211	CENTURYLINK	04766812/08052	8/5/2023	Phone Services 812B - CH 20-F	92.09	92.09
8/29/2023	0017663	ARAMARK UNIFORM SVCS IN	5120298816	8/15/2023	Laundry Services - PA	26.01	
			5120292102	8/3/2023	Laundry Services - SQ	16.34	
			5120300806	8/17/2023	Laundry Services - SQ	16.34	
			5120292050	8/3/2023	Laundry Services - WE	16.30	
			5120300794	8/17/2023	Laundry Services - WE	16.30	91.29
8/29/2023	0022435	RACE STREET AUTO PARTS	642185-23	8/9/2023	BRakes and Coating - PA 183	593.25	
			642912-23	8/15/2023	Filters:Air,Fule,Coolant - PA Sto	317.43	
			642191-23	8/9/2023	Filters:Oil, Air,Fuel,Coolant - PA	287.07	
			642697-23	8/14/2023	U Joint - PA Stores	239.32	
			642112-23	8/9/2023	Filters - PA Stores	135.65	
			642911-23	8/15/2023	Fuel Filter - PA 202	58.97	
			642084-23	8/9/2023	Chain Cable Lube - PA	55.42	
			642167-23	8/9/2023	Serpentine Belt - PA DP197	40.19	
			642910-23	8/15/2023	Fule Filter - PA 202	36.21	
			641928-23	8/8/2023	Air Filters - PA Stores	31.90	
			642271-23	8/10/2023	Air Filter - PA Stores	8.69	
			642272-23	8/10/2023	Air Filter - PA S312	8.69	1,812.79
8/29/2023	0036098	O'REILLY AUTO PARTS	2750-449069	8/14/2023	Colant CONTR - PA S315	13.35	13.35
8/29/2023	0038262	WILDER AUTO CENTER	5117504	8/14/2023	Disc Pad Kit, O Rings, Oil Seal	139.80	139.80

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	8/29/2023	0043469	PETROCARD	0495177-IN	8/9/2023	Unleaded and Dyed Diesel - LC	7,568.54	7,568.54
Sub total for U S BANK:							22,728.18	

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Final Check List
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000296	CENTURYLINK	406092135-Aug2	8/6/2023	DATA CONNECTION	1,236.30	1,236.30
8/29/2023	0000296	CENTURYLINK	300421654-Aug2	8/6/2023	TELEPHONE SERVICE	225.05	225.05
8/29/2023	0000306	CHARM-TEX	0332164-IN	8/2/2023	INMATE CLOTHING	167.88	167.88
8/29/2023	0000354	CLALLAM COUNTY SEWER DI	1481-Aug 23	8/11/2023	CLALLAM BAY/ SEKIU SEWEF	56.50	56.50
8/29/2023	0000555	FASTENAL COMPANY	WAPOR94232	7/31/2023	HI VISIBILITY VESTS FOR THI	77.86	77.86
8/29/2023	0000593	FORKS, CITY OF	2691	8/10/2023	PRISONER BOARD BILL	4,844.80	4,844.80
8/29/2023	0000608	FRANZ FAMILY BAKERIES	117101003889	7/22/2023	FOOD	293.90	
			117101003852	7/15/1923	FOOD	252.00	
			117101003824	7/8/2023	FOOD	251.90	
			117101003922	7/29/2023	FOOD	134.40	
			117101003943	7/31/2023	FOOD	84.00	1,016.20
8/29/2023	0001140	OLYMPIC PRINTERS INC	32581	8/2/2023	MANILA PERSONNEL FOLDEI	327.49	327.49
8/29/2023	0001252	PORT ANGELES, CITY OF	79837	4/11/2023	SEX OFFENDER ADDRESS VI	4,646.91	
			82495-151160-A	8/11/2023	UTILITIES - FRONT ST	467.65	5,114.56
8/29/2023	0001298	PUBLIC UTILITY DISTRICT NO1	14741000-Aug23	8/4/2023	UTILITIES - OPSCAN TOWER	56.73	56.73
8/29/2023	0001300	PUBLIC UTILITY DISTRICT	22794-Aug23	8/2/2023	UTILITIES - FRONTIER #1	138.69	
			96237-Aug23	8/2/2023	UTILITIES - FRONTIER #2	51.22	
			88052-Aug23	8/10/2023	UTILITIES - KITFOX LN	50.51	
			65837-Aug23	8/2/2023	MORSE CREEK HOOK-UP	50.34	290.76
8/29/2023	0001540	SWAIN'S GENERAL STORE IN	316297	8/11/2023	MAINTENANCE SUPPLIES	172.40	172.40
8/29/2023	0001543	SWANSONS SERVICES CORP	1748039	8/3/2023	INDIGENT PACKS	29.21	29.21
8/29/2023	0018936	CLALLAM COUNTY CISM TEA	ICCSO-Aug23	8/4/2023	2023 CISM TEAM SERVICES	500.00	500.00
8/29/2023	0021387	SQUAD ROOM EMBLEMS	0257	8/14/2023	SQUAD ROOM EMBLEMS	268.00	268.00
8/29/2023	0032041	QUICKSERIES PUBLISHING IN	107734	7/27/2023	COOP BOOKS FOR HARVEY	710.81	710.81
8/29/2023	0037247	HAIR BY NICOLE	081523	8/15/2023	INMATE HAIRCUTS	125.00	125.00
8/29/2023	0041605	HOME DEPOT PRO	758167969	8/2/2023	JAIL & KITCHEN SUPPLIES	1,830.81	
			757911177	8/1/2023	JAIL SUPPLIES	548.35	
			758167951	8/2/2023	JAIL SUPPLIES	274.18	
			756550117	7/25/2023	JAIL SUPPLIES	166.89	
			757434535	7/28/2023	CREDIT MEMO	-111.26	
			757911169	8/1/2023	CREDIT MEMO	-180.17	2,528.80
8/29/2023	0042874	BAGLEY CREEK OUTFITTERS	20261	8/11/2023	EMBROIDERY ON POLO SHIF	426.97	426.97

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0046683	ODP BUSINESS SOLUTIONS	L326687849001	8/8/2023	OFFICE SUPPLIES - EMD	634.72	
			326156779001	8/7/2023	OFFICE SUPPLIES - JAIL	155.06	
			326698074001	8/8/2023	OFFICE SUPPLIES - EMD	97.81	887.59
8/29/2023	0047517	GREGOIRE, KATHI	080823	7/31/2023	MILEAGE WHILE DOING CHA	239.34	239.34
Sub total for U S BANK:							19,302.25

Sheriff (2)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0001439	SHERIFFS ADVANCED TRAVE	5341	7/5/2023	AMY OAKES	241.68	
			5342	7/12/2023	BRANDON STOPPANI	73.75	
			5343	7/12/2023	JEFF WATERHOUSE	73.75	389.18
8/29/2023	0020849	U S BANK	0037-Aug23	8/7/2023	DOL, CNA SURETY, WALMAA	2,567.38	
			6730-Aug23	8/7/2023	DOLLR TRE,GOOD2GO,SHEL	1,884.88	
			8739-Aug23	8/7/2023	BEST WESTERN, PROJECT L	872.59	
			7400-Aug23	8/7/2023	SIMPLISAFE, GALLS, CALTOF	694.73	
			4530-Aug23	8/7/2023	WSEMA	448.95	
			6236-Aug23	8/7/2023	GOOD2GO, TESSCO, AMAZO	319.37	
			0945-Aug23	8/7/2023	WALMART	214.77	
			0097-Aug23	8/7/2023	DOLLAR TREE, LEIRA, AMAZ	144.54	
			7275-Aug23	8/7/2023	LIVE VIEW	79.90	7,227.11
8/29/2023	0021011	KEEGAN, JOHN	080723	8/7/2023	TRAVEL - STEVENSON, WA	918.10	918.10
Sub total for U S BANK:							8,534.39

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0001136	OLYMPIC MEDICAL CENTER	OMC-8.17.23	8/17/2023	INMATE MEDICAL	1,663.61	1,663.61
8/29/2023	0001508	STERICYCLE, INC	3006572117	7/31/2023	BIO HAZARD WASTE	10.36	10.36
8/29/2023	0017535	COST LESS SENIOR SERVICE	18765-Jul23	7/31/2023	INMATE MEDICINE	4,667.13	4,667.13
8/29/2023	0041537	MCKESSON MEDICAL-SURGI	19760451	8/29/2022	INMATE MEDICINE	2,036.87	
			20662035	5/18/2023	INMATE MEDICINE	167.90	
			20845429	7/11/2023	INMATE MEDICINE	114.24	
			20559919	4/20/2023	INMATE MEDICINE	114.12	
			19654937	8/2/2022	INMATE MEDICINE	112.70	
			20756208	6/14/2023	INMATE MEDICINE	104.13	
			20556361	4/20/2023	INMATE MEDICINE	80.25	
			19471748	6/8/2022	INMATE MEDICINE	69.35	
			19443430	6/2/2022	INMATE MEDICINE	55.50	
			19596297	7/18/2022	INMATE MEDICINE	53.38	
			19091464	2/21/2022	INMATE MEDICINE	45.60	
			19382708	5/13/2022	INMATE MEDICINE	44.67	
			20539539	4/14/2023	INMATE MEDICINE	42.86	
			19094051	2/21/2022	INMATE MEDICINE	39.99	
			20414665	3/13/2023	INMATE MEDICINE	35.28	
			19454285	6/3/2022	INMATE MEDICINE	34.08	
			20960998	8/9/2023	INMATE MEDICINE	33.61	
			20666559	5/19/2023	INMATE MEDICINE	33.58	
			20463334	3/27/2023	INMATE MEDICINE	30.51	
			20976698	8/14/2023	INMATE MEDICINE	22.60	
			18273345	6/23/2021	INMATE MEDICINE	22.24	
			20529976	4/12/2023	INMATE MEDICINE	19.70	
			20643724	5/14/2023	INMATE MEDICINE	12.90	
			20917545	7/30/2023	INMATE MEDICINE	10.97	
			20961076	8/9/2023	INMATE MEDICINE	10.51	
			18790088	11/23/2021	INMATE MEDICINE	10.05	
			19551462	7/5/2022	INMATE MEDICINE	8.19	
			18967658	1/17/2022	INMATE MEDICINE	7.56	
			19683770	8/9/2022	INMATE MEDICINE	3.58	
			20792367	6/26/2023	INMATE MEDICINE	2.23	
			19732851	8/22/2022	INMATE MEDICINE	-5.24	

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			3908174	6/13/2023	INMATE MEDICINE	-356.03	3,017.88
8/29/2023	0041537	MCKESSON MEDICAL-SURGI	20379886	3/2/2023	INMATE MEDICINE	702.55	
			20531287	4/12/2023	INMATE MEDICINE	357.71	
			20586076	7/27/2023	INMATE MEDICINE	328.95	
			20645687	5/15/2023	INMATE MEDICINE	313.94	
			20540116	4/14/2023	INMATE MEDICINE	203.63	
			20141389	12/18/2022	INMATE MEDICINE	144.25	
			20955908	8/8/2023	INMATE MEDICINE	138.94	
			19085437	2/17/2023	INMATE MEDICINE	55.39	
			20180093	1/3/2023	INMATE MEDICINE	53.15	
			20109577	12/7/2022	INMATE MEDICINE	15.89	
			19638553	7/28/2022	INMATE MEDICINE	-2,222.04	92.36
Sub total for U S BANK:							9,451.34

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08/23/2023 12:34:59PM

Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000357	CLALLAM-JEFFERSON CO PR07-23 CF		8/17/2023	JULY 2023 - CF SURCHARGE	280.00	280.00
8/29/2023	0001212	PENINSULA DISPUTE RESOL07-23 PDRC		8/17/2023	JULY 2023 - PDRC SURCHARGE	695.00	695.00
8/29/2023	0041836	OXFORD HOUSE LEIN	LIEN OXFORD €	8/17/2023	6/17/23-RENT FOR DC PARTI	606.62	606.62
8/29/2023	0048898	DIVA GRACE BOUTIQUE	A1001	8/17/2023	8/11/23-CUSTOM SHIRTS FOF	326.25	326.25
Sub total for U S BANK:							1,907.87

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08/16/2023 3:56:13PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2023	0001300	PUBLIC UTILITY DISTRICT	MJ7934 8/16/23	8/16/2023	UTILITIES	279.61	
			SM1085 8/16/23	8/16/2023	UTILITIES	138.56	418.17
8/16/2023	0020849	U S BANK	MJ7934 8/16/23	8/16/2023	FOOD	150.00	
			MS0748 8/16/23	8/16/2023	FOOD	150.00	
			NR5219 8/16/23	8/16/2023	FOOD	150.00	
			RM1607 8/16/23	8/16/2023	FOOD	150.00	
			RM4929 8/16/23	8/16/2023	FOOD	150.00	
			JJ2522 8/16/23	8/16/2023	FOOD	100.00	
			KR4397 8/16/23	8/16/2023	FOOD	100.00	
			LA5106 8/16/23	8/16/2023	FOOD	100.00	
			LP6817 8/16/23	8/16/2023	FOOD	100.00	
			MR0685 8/16/23	8/16/2023	FOOD	100.00	
			PD1598 8/16/23	8/16/2023	FOOD	100.00	
			RM1064 8/16/23	8/16/2023	FOOD	100.00	
			VK5992 8/16/23	8/16/2023	FOOD	100.00	1,550.00
Sub total for U S BANK:							1,968.17

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08/23/2023 12:39:04PM

Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/29/2023	0000360	CLALLAM COUNTY ER&R	2023.236E	8/29/2023	CLALLAM COUNTY PUBLIC V	489.64	489.64
8/29/2023	0045254	SLEDGEHAMMER MARKETIN	27	8/29/2023	SLEDGEHAMMER MARKETIN	1,080.00	1,080.00
Sub total for U S BANK:							1,569.64



16
AUG 29 2023

Payroll Ending: 8/15/2023

Gross Earnings:	\$910,748.87
Benefits Paid:	\$189,491.95
Total Expenditures:	\$1,100,240.82

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 21st DAY OF August 2023


SANDRA L WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

MIKE FRENCH

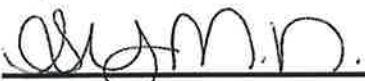
(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: August 25, 2023

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	661,931.13	134,434.61	209	796,365.74
HHS	11301	16,925.16	3,384.76	9	20,309.92
Prosecutor-Local Crime Victim	11701	5,314.11	997.56	2	6,311.67
Treasurer- O&M	12201	1,243.90	247.65	1	1,491.55
Auditor-Doc Preservation	12401	663.48	130.31	1	793.79
Noxious Weed Control	13001	2,814.50	619.52	1	3,434.02
Veterans Relief	19914	4,570.96	904.81	2	5,475.77
Affordable Housing Sales Tax	19951	4,348.15	832.58	1	5,180.73
HR-Risk Management	50401	13,390.38	2,982.94	4	16,373.32
HR-Workers Compensation	50501	1,744.56	364.97	2	2,109.53
		712,946.33	144,899.71	857,846.04	
ROADS					
PW - Roads	10101	154,513.12	35,185.03	61	189,698.15
PW - Flood Control	10135	2,577.30	563.25	3	3,140.55
PW - Solid Waste	40201	475.73	94.50	4	570.23
Clallam Bay/Sekiu Sewer	41401	19,795.18	4,381.59	13	24,176.77
PW - Carlsborg Sewer M&O	42401	558.70	113.85	6	672.55
ER&R	50301	19,882.51	4,254.02	13	24,136.53
		197,802.54	44,592.24	242,394.78	
TOTALS		910,748.87	189,491.95	1,100,240.82	

Prepared by:


 Sherry Price, Deputy Auditor

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08/21/2023 12:26:01PM
Check Date: 08/25/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle sc

Page: 1

Fund Worked : 00100
Emps : 209

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	548,161.85	16,240.86	v VACATION	35,612.51	999.88
o25v OT X 2.5 - CORR VOLUNTEER/SHRF	20,626.48	249.00	s SICK	20,559.77	657.14
fh FLOATING HOLIDAY	8,627.28	247.00	o15s OVERTIME X 1.5 - SHERIFF DEPT	7,493.24	138.00
adml ADMINISTRATIVE LEAVE PAID	3,314.30	88.00	sc15 HHS SCANNING PROJ OT X 1.5	2,948.67	70.50
oth OVERTIME X 1.5 - HOURLY	2,475.07	203.50	o15j OVERTIME x 1.5 - JUV DETENTION	1,896.60	47.25
cu COMP USED	1,771.47	58.91	fl FUNERAL LEAVE	1,258.44	34.00
accred ACCREDITATION PAY	1,207.77		auto AUTO ALLOWANCE CONTRACTUAL	1,020.00	
stby STANDBY PAY	991.33	26.00	o20m OT X 2.0 - CORR MANDATORY/SHRF	792.52	12.00
aute AUTO ALLOWANCE ELECTED	680.00		vp VACATION PAYOFF	500.89	17.45
bsba BS/BA EDUCATION INCENTIVE	466.12		uapr URINE ANALYSIS PREMIUM	315.50	
phsm PHONE STIPEND SMART PHONE	200.00		asp SHERIFF ACTING SUPERVISOR PAY	130.36	79.50
jd JURY DUTY	120.63	4.00	fto FTO PREMIUM	120.51	72.00
cp COMP TIME PAID - COUNTY	116.11	4.25	aaas AA/AS EDUCATION INCENTIVE	107.64	
detpay DETECTIVE PAY	100.92		oc2 ON CALL NON-SHIFT DAY	96.07	1.00
aspj ACTING SUPERVISOR PAY JUVENILE	78.68	60.00	o10s OVERTIME X 1.0 - SHERIFF DEPT	70.70	2.00
aspd SHERIFF ACTING SUP PAY DEPUTY	37.68	20.00	oc1 ON CALL SHIFT DAY	32.02	1.00
			Totals:	661,931.13	19,333.24

Deduction Code and Description	Amount	Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	57,771.05	socsec SOCIAL SECURITY	40,768.29
pers2 PERS 2 RETIREMENT	29,146.77	401a 401A DEFERRED COMPENSATION	14,030.50
icm457 ICMA DEFERRED COMP	10,433.57	medtx MEDICARE TAX	9,534.53
leoff2 LEOFF 2 RETIREMENT	5,771.95	psers PSERS RETIREMENT	4,924.84
fmlatx WA Paid Family & Medical Leave	3,826.60	pers3 PERS 3 RETIREMENT	3,445.33
wacare WA Long-Term Care	3,289.47	udteam UNION DUES - TEAMSTERS	3,268.80
rth457 ROTH-ICMA DEFERRED COMP	2,434.49	n457 NATIONWIDE 457	1,487.50
l&i L&I - SELF INSURED	1,284.83	h457 MASSMUTUAL 457	1,226.45
dshsca DSHS CHILD SUPPORT CALIFORNIA	750.00	dshs DSHS CHILD SUPPORT	724.88
udpd UNION DUES - 1619 D	551.51	pers1 PERS 1 RETIREMENT	424.48
udmp UNION DUES - 1619 MP	401.44	udcd UNION DUES - 1619 CD C	401.44
udlc UNION DUES - 1619 LC	351.47	leofcu LEOFF RETIREMENT CATCH UP	87.37
udps UNION DUES - 1619 S	36.63	udcs UNION DUES - 1619 CS	30.88
garnfe GARNISHMENT FEE	1.50		
		Totals:	196,406.57

Benefit Code and Description	Amount	Benefit Code and Description	Amount
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Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle sc

Page: 2

Fund Worked : 00100
Emps : 209

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	42,349.79
401a 401A DEFERRED COMPENSATION	12,234.22
medtx MEDICARE TAX	9,534.53
pers3 PERS 3 RETIREMENT	4,787.80
fmlatx WA Paid Family & Medical Leave	1,432.72
unemp UNEMPLOYMENT	628.97

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	40,768.29
l&i L&I - SELF INSURED	11,207.60
psers PSERS RETIREMENT	7,185.76
leoff2 LEOFF 2 RETIREMENT	3,586.32
pers1 PERS 1 RETIREMENT	664.32
leofcu LEOFF RETIREMENT CATCH UP	54.29

Totals: 134,434.61

Gross Earnings by Fund: 661,931.13 19,333.24

Total Fund Deductions: 196,406.57

Fund Net: 465,524.56

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Check Date: 08/25/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle sc

Page: 3

Fund Worked : 11301
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		12,658.91	443.50	sc15	HHS SCANNING PROJ OT X 1.5		2,495.43	56.05
cu	COMP USED		1,049.40	29.50	s	SICK		418.48	14.00
v	VACATION		302.94	11.00					
					Totals:			16,925.16	554.05
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		1,348.43		pers2	PERS 2 RETIREMENT		1,076.46	
socsec	SOCIAL SECURITY		1,049.35		401a	401A DEFERRED COMPENSATION		417.62	
medtx	MEDICARE TAX		245.42		udteam	UNION DUES - TEAMSTERS		220.31	
fmlatx	WA Paid Family & Medical Leave		98.53		wacare	WA Long-Term Care		86.80	
rth457	ROTH-ICMA DEFERRED COMP		78.34		icm457	ICMA DEFERRED COMP		74.84	
l&i	L&I - SELF INSURED		40.79		h457	MASSMUTUAL 457		11.78	
					Totals:			4,748.67	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		1,589.27		socsec	SOCIAL SECURITY		1,049.35	
medtx	MEDICARE TAX		245.42		l&i	L&I - SELF INSURED		224.44	
401a	401A DEFERRED COMPENSATION		222.45		fmlatx	WA Paid Family & Medical Leave		36.89	
unemp	UNEMPLOYMENT		16.94						
					Totals:			3,384.76	
					Gross Earnings by Fund:			16,925.16	554.05
					Total Fund Deductions:			4,748.67	
					Fund Net:			12,176.49	

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Check Date: 08/25/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle sc

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Fund Worked : 11701
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,467.59	149.00	v	VACATION		506.94	16.00
s	SICK		339.58	11.00					
					Totals:			5,314.11	176.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		344.07		pers2	PERS 2 RETIREMENT		337.98	
socsec	SOCIAL SECURITY		329.48		401a	401A DEFERRED COMPENSATION		139.41	
medtx	MEDICARE TAX		77.06		udteam	UNION DUES - TEAMSTERS		68.00	
fmlatx	WA Paid Family & Medical Leave		30.93		wacare	WA Long-Term Care		30.82	
l&i	L&I - SELF INSURED		11.78						
					Totals:			1,369.53	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		499.00		socsec	SOCIAL SECURITY		329.48	
medtx	MEDICARE TAX		77.06		401a	401A DEFERRED COMPENSATION		55.76	
l&i	L&I - SELF INSURED		19.35		fmlatx	WA Paid Family & Medical Leave		11.59	
unemp	UNEMPLOYMENT		5.32						
					Totals:			997.56	
					Gross Earnings by Fund:			5,314.11	176.00
					Total Fund Deductions:			1,369.53	
					Fund Net:			3,944.58	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle sc

Page: 5

Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,243.90	52.80					
					Totals:			1,243.90	52.80
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		145.26		pers2	PERS 2 RETIREMENT		79.11	
socsec	SOCIAL SECURITY		77.12		401a	401A DEFERRED COMPENSATION		62.20	
medtx	MEDICARE TAX		18.04		udteam	UNION DUES - TEAMSTERS		15.90	
fmlatx	WA Paid Family & Medical Leave		7.24		wacare	WA Long-Term Care		7.21	
l&i	L&I - SELF INSURED		4.18						
					Totals:			416.26	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		116.80		socsec	SOCIAL SECURITY		77.12	
401a	401A DEFERRED COMPENSATION		24.88		medtx	MEDICARE TAX		18.04	
l&i	L&I - SELF INSURED		6.86		fmlatx	WA Paid Family & Medical Leave		2.71	
unemp	UNEMPLOYMENT		1.24						
					Totals:			247.65	
					Gross Earnings by Fund:			1,243.90	52.80
					Total Fund Deductions:			416.26	
					Fund Net:			827.64	

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Fund Worked : 12401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		412.78	13.69	cu	COMP USED		180.95	6.00
v	VACATION		60.32	2.00	s	SICK		9.43	0.31
					Totals:			663.48	22.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		48.46	pers2	PERS 2 RETIREMENT		42.19		
socsec	SOCIAL SECURITY		41.13	icm457	ICMA DEFERRED COMP		25.00		
medtx	MEDICARE TAX		9.62	udteam	UNION DUES - TEAMSTERS		8.49		
fmlatx	WA Paid Family & Medical Leave		3.86	wacare	WA Long-Term Care		3.85		
l&i	L&I - SELF INSURED		1.16	Totals:			183.76		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		62.30	socsec	SOCIAL SECURITY		41.13		
401a	401A DEFERRED COMPENSATION		13.26	medtx	MEDICARE TAX		9.62		
l&i	L&I - SELF INSURED		1.89	fmlatx	WA Paid Family & Medical Leave		1.45		
unemp	UNEMPLOYMENT		0.66	Totals:			130.31		
				Gross Earnings by Fund:			663.48	22.00	
				Total Fund Deductions:			183.76		
				Fund Net:			479.72		

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Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,814.50	91.75					
					Totals:			2,814.50	91.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		226.37		pers2	PERS 2 RETIREMENT		179.00	
socsec	SOCIAL SECURITY		174.50		401a	401A DEFERRED COMPENSATION		140.73	
medtx	MEDICARE TAX		40.81		udmp	UNION DUES - 1619 MP		30.88	
fmlatx	WA Paid Family & Medical Leave		16.38		wacare	WA Long-Term Care		16.32	
l&i	L&I - SELF INSURED		6.33						
					Totals:			831.32	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		264.28		socsec	SOCIAL SECURITY		174.50	
l&i	L&I - SELF INSURED		74.69		401a	401A DEFERRED COMPENSATION		56.29	
medtx	MEDICARE TAX		40.81		fmlatx	WA Paid Family & Medical Leave		6.13	
unemp	UNEMPLOYMENT		2.82						
					Totals:			619.52	
					Gross Earnings by Fund:			2,814.50	91.75
					Total Fund Deductions:			831.32	
					Fund Net:			1,983.18	

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Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,363.11	153.60	s	SICK		207.85	6.40
					Totals:			4,570.96	160.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		290.72	socsec	SOCIAL SECURITY		283.40		
fedtx	FEDERAL WITHHOLDING TAX		272.98	401a	401A DEFERRED COMPENSATION		183.90		
medtx	MEDICARE TAX		66.28	udteam	UNION DUES - TEAMSTERS		65.00		
fmlatx	WA Paid Family & Medical Leave		26.61	wacare	WA Long-Term Care		26.51		
l&i	L&I - SELF INSURED		12.15						
				Totals:			1,227.55		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		429.22	socsec	SOCIAL SECURITY		283.40		
401a	401A DEFERRED COMPENSATION		91.42	medtx	MEDICARE TAX		66.28		
l&i	L&I - SELF INSURED		19.95	fmlatx	WA Paid Family & Medical Leave		9.97		
unemp	UNEMPLOYMENT		4.57						
				Totals:			904.81		
				Gross Earnings by Fund:			4,570.96	160.00	
				Total Fund Deductions:			1,227.55		
				Fund Net:			3,343.41		

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Fund Worked : 19951
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,178.15	88.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			4,348.15	88.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		579.69		socsec	SOCIAL SECURITY		269.59	
pers2	PERS 2 RETIREMENT		265.73		401a	401A DEFERRED COMPENSATION		208.91	
medtx	MEDICARE TAX		63.05		fmlatx	WA Paid Family & Medical Leave		25.31	
wacare	WA Long-Term Care		25.22		l&i	L&I - SELF INSURED		6.33	
					Totals:			1,443.83	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		392.33		socsec	SOCIAL SECURITY		269.59	
401a	401A DEFERRED COMPENSATION		83.56		medtx	MEDICARE TAX		63.05	
l&i	L&I - SELF INSURED		10.39		fmlatx	WA Paid Family & Medical Leave		9.48	
unemp	UNEMPLOYMENT		4.18						
					Totals:			832.58	
					Gross Earnings by Fund:			4,348.15	88.00
					Total Fund Deductions:			1,443.83	
					Fund Net:			2,904.32	

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Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		12,372.48	270.25	v	VACATION		504.86	16.00
s	SICK		193.82	5.75	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
fh	FLOATING HOLIDAY		149.22	4.00					
					Totals:			13,390.38	296.00
Deduction Code and Description			Amount				Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,729.35	socsec	SOCIAL SECURITY		870.11		
h457	MASSMUTUAL 457		624.20	pers2	PERS 2 RETIREMENT		416.01		
medtx	MEDICARE TAX		203.49	icm457	ICMA DEFERRED COMP		168.69		
401a	401A DEFERRED COMPENSATION		155.33	fmlatx	WA Paid Family & Medical Leave		77.94		
wacare	WA Long-Term Care		77.67	l&i	L&I - SELF INSURED		20.43		
				Totals:			4,343.22		
Benefit Code and Description			Amount				Amount		
socsec	SOCIAL SECURITY		870.11	h457	MASSMUTUAL 457		627.20		
pers2	PERS 2 RETIREMENT		614.20	401a	401A DEFERRED COMPENSATION		464.79		
medtx	MEDICARE TAX		203.49	l&i	L&I - SELF INSURED		160.73		
fmlatx	WA Paid Family & Medical Leave		29.19	unemp	UNEMPLOYMENT		13.23		
				Totals:			2,982.94		
				Gross Earnings by Fund:			13,390.38	296.00	
				Total Fund Deductions:			4,343.22		
				Fund Net:			9,047.16		

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Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,520.73	28.95	fh	FLOATING HOLIDAY		149.22	4.00
s	SICK		74.61	2.00					
					Totals:			1,744.56	34.95
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		208.37		icm457	ICMA DEFERRED COMP		161.28	
401a	401A DEFERRED COMPENSATION		113.70		pers2	PERS 2 RETIREMENT		109.90	
socsec	SOCIAL SECURITY		108.48		medtx	MEDICARE TAX		25.38	
fmlatx	WA Paid Family & Medical Leave		10.15		wacare	WA Long-Term Care		5.62	
l&i	L&I - SELF INSURED		2.20						
					Totals:			745.08	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		163.82		socsec	SOCIAL SECURITY		108.48	
401a	401A DEFERRED COMPENSATION		58.12		medtx	MEDICARE TAX		25.38	
fmlatx	WA Paid Family & Medical Leave		3.80		l&i	L&I - SELF INSURED		3.63	
unemp	UNEMPLOYMENT		1.74						
					Totals:			364.97	
					Gross Earnings by Fund:			1,744.56	34.95
					Total Fund Deductions:			745.08	
					Fund Net:			999.48	

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Fund Worked : - Totals -
Emps : 224

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		592,194.00	17,532.40	v	VACATION		36,987.57	1,044.88
s	SICK		21,803.54	696.60	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF		20,626.48	249.00
fh	FLOATING HOLIDAY		8,925.72	255.00	o15s	OVERTIME X 1.5 - SHERIFF DEPT		7,493.24	138.00
sc15	HHS SCANNING PROJ OT X 1.5		5,444.10	126.55	adml	ADMINISTRATIVE LEAVE PAID		3,314.30	88.00
cu	COMP USED		3,001.82	94.41	oth	OVERTIME X 1.5 - HOURLY		2,475.07	203.50
o15j	OVERTIME x 1.5 - JUV DETENTION		1,896.60	47.25	auto	AUTO ALLOWANCE CONTRACTUAL		1,360.00	
fl	FUNERAL LEAVE		1,258.44	34.00	accred	ACCREDITATION PAY		1,207.77	
stby	STANDBY PAY		991.33	26.00	o20m	OT X 2.0 - CORR MANDATORY/SHRF		792.52	12.00
aute	AUTO ALLOWANCE ELECTED		680.00		vp	VACATION PAYOFF		500.89	17.45
bsba	BS/BA EDUCATION INCENTIVE		466.12		uapr	URINE ANALYSIS PREMIUM		315.50	
phsm	PHONE STIPEND SMART PHONE		200.00		asp	SHERIFF ACTING SUPERVISOR PAY		130.36	79.50
jd	JURY DUTY		120.63	4.00	fto	FTO PREMIUM		120.51	72.00
cp	COMP TIME PAID - COUNTY		116.11	4.25	aaas	AA/AS EDUCATION INCENTIVE		107.64	
detpay	DETECTIVE PAY		100.92		oc2	ON CALL NON-SHIFT DAY		96.07	1.00
aspj	ACTING SUPERVISOR PAY JUVENILE		78.68	60.00	o10s	OVERTIME X 1.0 - SHERIFF DEPT		70.70	2.00
aspd	SHERIFF ACTING SUP PAY DEPUTY		37.68	20.00	oc1	ON CALL SHIFT DAY		32.02	1.00
					Totals:			712,946.33	20,808.79

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	62,674.03
pers2	PERS 2 RETIREMENT	31,943.87
icm457	ICMA DEFERRED COMP	10,863.38
leoff2	LEOFF 2 RETIREMENT	5,771.95
fmlatx	WA Paid Family & Medical Leave	4,123.55
wacare	WA Long-Term Care	3,569.49
rth457	ROTH-ICMA DEFERRED COMP	2,512.83
n457	NATIONWIDE 457	1,487.50
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
udpd	UNION DUES - 1619 D	551.51
pers1	PERS 1 RETIREMENT	424.48
udlc	UNION DUES - 1619 LC	351.47
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	1.50

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	43,971.45
401a	401A DEFERRED COMPENSATION	15,452.30
medtx	MEDICARE TAX	10,283.68
psers	PSERS RETIREMENT	4,924.84
udteam	UNION DUES - TEAMSTERS	3,646.50
pers3	PERS 3 RETIREMENT	3,445.33
h457	MASSMUTUAL 457	1,862.43
l&i	L&I - SELF INSURED	1,390.18
dshs	DSHS CHILD SUPPORT	724.88
udmp	UNION DUES - 1619 MP	432.32
udcd	UNION DUES - 1619 CD C	401.44
leofcu	LEOFF RETIREMENT CATCH UP	87.37
udcs	UNION DUES - 1619 CS	30.88
Totals:		211,715.79

Benefit Code and Description	Amount
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Benefit Code and Description	Amount
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Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	46,481.01
401a 401A DEFERRED COMPENSATION	13,304.75
medtx MEDICARE TAX	10,283.68
pers3 PERS 3 RETIREMENT	4,787.80
fmlatx WA Paid Family & Medical Leave	1,543.93
pers1 PERS 1 RETIREMENT	664.32
leofcu LEOFF RETIREMENT CATCH UP	54.29

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	43,971.45
l&i L&I - SELF INSURED	11,729.53
psers PSERS RETIREMENT	7,185.76
leoff2 LEOFF 2 RETIREMENT	3,586.32
unemp UNEMPLOYMENT	679.67
h457 MASSMUTUAL 457	627.20

Totals: 144,899.71

Grand Total Gross Earnings: 712,946.33 20,808.79

Grand Total Deductions: 211,715.79

Grand Total Net: 501,230.54

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Fund Worked : 10101
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Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	128,366.03	4,097.30	o15r OVERTIME X 1.5 - ROADS DEPT	10,860.90	253.00
v VACATION	7,529.31	232.50	s SICK	6,675.31	212.50
fh FLOATING HOLIDAY	4,046.26	136.00	cu COMP USED	1,845.28	61.00
auto AUTO ALLOWANCE CONTRACTUAL	170.00		cpr COMP TIME PAID - PW ROADS	50.14	1.75
c15r COMP EARNED X 1.5 ROADS	-5,030.11	-111.00			
			Totals:	154,513.12	4,883.05
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
fedtx FEDERAL WITHHOLDING TAX	13,900.53		socsec SOCIAL SECURITY	9,747.37	
pers2 PERS 2 RETIREMENT	9,644.68		icm457 ICMA DEFERRED COMP	2,743.13	
401a 401A DEFERRED COMPENSATION	2,433.36		medtx MEDICARE TAX	2,279.65	
udteam UNION DUES - TEAMSTERS	1,557.38		fmlatx WA Paid Family & Medical Leave	914.74	
wacare WA Long-Term Care	789.23		c13gar CHAPTER 13 GARNISHMENT	538.00	
h457 MASSMUTUAL 457	476.60		l&i L&I - SELF INSURED	354.35	
pers3 PERS 3 RETIREMENT	263.77		udtint TEAMSTERS INIT FEE or ADJ	195.21	
udmp UNION DUES - 1619 MP	174.33		garnfe GARNISHMENT FEE	0.50	
			Totals:	46,012.83	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
pers2 PERS 2 RETIREMENT	13,988.05		socsec SOCIAL SECURITY	9,583.86	
l&i L&I - SELF INSURED	5,502.36		401a 401A DEFERRED COMPENSATION	2,872.88	
medtx MEDICARE TAX	2,241.42		pers3 PERS 3 RETIREMENT	504.82	
fmlatx WA Paid Family & Medical Leave	336.73		unemp UNEMPLOYMENT	154.41	
perscu PERS RETIREMENT CATCH UP	0.50				
			Totals:	35,185.03	
			Gross Earnings by Fund:	154,513.12	4,883.05
			Total Fund Deductions:	46,012.83	
			Fund Net:	108,500.29	

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Fund Worked : 10135
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,577.30	50.75					
					Totals:			2,577.30	50.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		227.76		socsec	SOCIAL SECURITY		160.13	
pers3	PERS 3 RETIREMENT		85.23		icm457	ICMA DEFERRED COMP		56.39	
pers2	PERS 2 RETIREMENT		50.52		medtx	MEDICARE TAX		37.44	
h457	MASSMUTUAL 457		32.94		401a	401A DEFERRED COMPENSATION		26.60	
fmlatx	WA Paid Family & Medical Leave		15.01		wacare	WA Long-Term Care		14.94	
l&i	L&I - SELF INSURED		3.45		udmp	UNION DUES - 1619 MP		2.54	
					Totals:			712.95	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers3	PERS 3 RETIREMENT		165.67		socsec	SOCIAL SECURITY		160.13	
pers2	PERS 2 RETIREMENT		76.33		401a	401A DEFERRED COMPENSATION		74.70	
l&i	L&I - SELF INSURED		40.78		medtx	MEDICARE TAX		37.44	
fmlatx	WA Paid Family & Medical Leave		5.62		unemp	UNEMPLOYMENT		2.58	
					Totals:			563.25	
					Gross Earnings by Fund:			2,577.30	50.75
					Total Fund Deductions:			712.95	
					Fund Net:			1,864.35	

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Fund Worked : 40201
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		475.73	12.25					
					Totals:			475.73	12.25
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		42.41		socsec	SOCIAL SECURITY		29.50	
pers2	PERS 2 RETIREMENT		28.57		401a	401A DEFERRED COMPENSATION		10.77	
medtx	MEDICARE TAX		6.89		udmp	UNION DUES - 1619 MP		3.90	
fmlatx	WA Paid Family & Medical Leave		2.77		wacare	WA Long-Term Care		2.76	
icm457	ICMA DEFERRED COMP		2.57		pers3	PERS 3 RETIREMENT		1.27	
l&i	L&I - SELF INSURED		0.85		udteam	UNION DUES - TEAMSTERS		0.08	
					Totals:			132.34	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		42.19		socsec	SOCIAL SECURITY		29.50	
401a	401A DEFERRED COMPENSATION		9.78		medtx	MEDICARE TAX		6.89	
pers3	PERS 3 RETIREMENT		2.47		l&i	L&I - SELF INSURED		2.14	
fmlatx	WA Paid Family & Medical Leave		1.04		unemp	UNEMPLOYMENT		0.49	
					Totals:			94.50	
					Gross Earnings by Fund:			475.73	12.25
					Total Fund Deductions:			132.34	
					Fund Net:			343.39	

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Labor Distribution Totals By Fund
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Fund Worked : 41401
Emps : 13

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		17,350.67	500.35	o15r	OVERTIME X 1.5 - ROADS DEPT		1,266.25	23.50
s	SICK		868.63	24.00	v	VACATION		309.63	8.00
					Totals:			19,795.18	555.85
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,208.02	pers2	PERS 2 RETIREMENT		1,106.15		
socsec	SOCIAL SECURITY		1,083.07	401a	401A DEFERRED COMPENSATION		304.93		
medtx	MEDICARE TAX		253.31	udteam	UNION DUES - TEAMSTERS		175.11		
icm457	ICMA DEFERRED COMP		102.39	fmlatx	WA Paid Family & Medical Leave		101.70		
wacare	WA Long-Term Care		101.33	h457	MASSMUTUAL 457		66.96		
l&i	L&I - SELF INSURED		37.46	udtint	TEAMSTERS INIT FEE or ADJ		27.27		
udmp	UNION DUES - 1619 MP		25.08	pers3	PERS 3 RETIREMENT		2.54		
				Totals:			4,595.32		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,853.82	socsec	SOCIAL SECURITY		1,227.41		
l&i	L&I - SELF INSURED		620.94	401a	401A DEFERRED COMPENSATION		324.47		
medtx	MEDICARE TAX		287.06	fmlatx	WA Paid Family & Medical Leave		43.15		
unemp	UNEMPLOYMENT		19.79	pers3	PERS 3 RETIREMENT		4.95		
				Totals:			4,381.59		
				Gross Earnings by Fund:			19,795.18	555.85	
				Total Fund Deductions:			4,595.32		
				Fund Net:			15,199.86		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle s

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Fund Worked : 42401
Emps : 6

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		558.70	16.85					
					Totals:			558.70	16.85
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		49.43		socsec	SOCIAL SECURITY		34.65	
pers2	PERS 2 RETIREMENT		33.86		401a	401A DEFERRED COMPENSATION		11.89	
medtx	MEDICARE TAX		8.10		icm457	ICMA DEFERRED COMP		5.69	
udteam	UNION DUES - TEAMSTERS		3.57		wacare	WA Long-Term Care		3.24	
fmlatx	WA Paid Family & Medical Leave		3.24		udmp	UNION DUES - 1619 MP		2.33	
pers3	PERS 3 RETIREMENT		1.27		l&i	L&I - SELF INSURED		1.23	
					Totals:			158.50	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		49.98		socsec	SOCIAL SECURITY		34.65	
401a	401A DEFERRED COMPENSATION		11.43		medtx	MEDICARE TAX		8.10	
l&i	L&I - SELF INSURED		5.42		pers3	PERS 3 RETIREMENT		2.47	
fmlatx	WA Paid Family & Medical Leave		1.23		unemp	UNEMPLOYMENT		0.57	
					Totals:			113.85	
					Gross Earnings by Fund:			558.70	16.85
					Total Fund Deductions:			158.50	
					Fund Net:			400.20	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
08/01/2023 to 08/15/2023-2 Cycle s

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Fund Worked : 50301
Emps : 13

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		17,014.00	554.50	v	VACATION		2,304.02	75.00
s	SICK		275.54	8.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
fh	FLOATING HOLIDAY		94.73	3.00	o15r	OVERTIME X 1.5 - ROADS DEPT		24.22	0.50
					Totals:			19,882.51	641.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,234.08	socsec	SOCIAL SECURITY		1,213.58		
fedtx	FEDERAL WITHHOLDING TAX		1,141.49	medtx	MEDICARE TAX		283.81		
401a	401A DEFERRED COMPENSATION		277.86	udteam	UNION DUES - TEAMSTERS		191.86		
icm457	ICMA DEFERRED COMP		187.45	fmlatx	WA Paid Family & Medical Leave		113.92		
wacare	WA Long-Term Care		113.52	dshs	DSHS CHILD SUPPORT		102.00		
l&i	L&I - SELF INSURED		41.74	udmp	UNION DUES - 1619 MP		38.86		
udtint	TEAMSTERS INIT FEE or ADJ		27.52	pers3	PERS 3 RETIREMENT		8.21		
garnfe	GARNISHMENT FEE		0.50	Totals:			4,976.40		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,851.00	socsec	SOCIAL SECURITY		1,232.75		
l&i	L&I - SELF INSURED		473.13	401a	401A DEFERRED COMPENSATION		345.82		
medtx	MEDICARE TAX		288.29	fmlatx	WA Paid Family & Medical Leave		43.32		
unemp	UNEMPLOYMENT		19.71	Totals:			4,254.02		
				Gross Earnings by Fund:			19,882.51	641.00	
				Total Fund Deductions:			4,976.40		
				Fund Net:			14,906.11		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : - Totals -
Emps : 67

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		166,342.43	5,232.00	o15r	OVERTIME X 1.5 - ROADS DEPT		12,151.37	277.00
v	VACATION		10,142.96	315.50	s	SICK		7,819.48	244.50
fh	FLOATING HOLIDAY		4,140.99	139.00	cu	COMP USED		1,845.28	61.00
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		cpr	COMP TIME PAID - PW ROADS		50.14	1.75
c15r	COMP EARNED X 1.5 ROADS		-5,030.11	-111.00					
					Totals:			197,802.54	6,159.75

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		16,569.64	socsec	SOCIAL SECURITY		12,268.30
pers2	PERS 2 RETIREMENT		12,097.86	icm457	ICMA DEFERRED COMP		3,097.62
401a	401A DEFERRED COMPENSATION		3,065.41	medtx	MEDICARE TAX		2,869.20
udteam	UNION DUES - TEAMSTERS		1,928.00	fmlatx	WA Paid Family & Medical Leave		1,151.38
wacare	WA Long-Term Care		1,025.02	h457	MASSMUTUAL 457		576.50
c13gar	CHAPTER 13 GARNISHMENT		538.00	l&i	L&I - SELF INSURED		439.08
pers3	PERS 3 RETIREMENT		362.29	udtint	TEAMSTERS INIT FEE or ADJ		250.00
udmp	UNION DUES - 1619 MP		247.04	dshs	DSHS CHILD SUPPORT		102.00
garnfe	GARNISHMENT FEE		1.00				
				Totals:			56,588.34

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		17,861.37	socsec	SOCIAL SECURITY		12,268.30
l&i	L&I - SELF INSURED		6,644.77	401a	401A DEFERRED COMPENSATION		3,639.08
medtx	MEDICARE TAX		2,869.20	pers3	PERS 3 RETIREMENT		680.38
fmlatx	WA Paid Family & Medical Leave		431.09	unemp	UNEMPLOYMENT		197.55
perscu	PERS RETIREMENT CATCH UP		0.50				
				Totals:			44,592.24
				Grand Total Gross Earnings:			197,802.54
				Grand Total Deductions:			56,588.34
				Grand Total Net:			141,214.20



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of August 21 – 25, 2023

AUG 29 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, August 21, 2023. Present were Commissioners Ozias and Johnson and French, and Administrator Sill. Administrator Mielke was excused.

Items of discussion per the agenda published August 17 were:

- Calendar/Correspondence
- Call for hearing to be held on Tuesday September 12, 2023 regarding amending Clallam County Code chapter 5.100 Consolidated Fee Schedule – Records Fees Schedule 110-A
- Resolution appointing Jasmine Grenot and Roberta Stoneman to the Developmental Disability Advisory Committee
- Call for bids to be received no later than Tuesday, October 3, 2023 at 10 a.m. regarding Lake Pleasant Piling Replacement Project
- Grant agreement with Olympic Peninsula Visitor Bureau for Tourism Enhancement Grant for fair marketing and advertising
- Grant agreement with State Parks and Recreation Commission for Camp David Jr. canoes and aquatic safety at camp
- Agreement with Department of Commerce for Secure Crisis Residential Center
- Agreement with Administrative Office of the Courts for support of CASA Volunteer Guardian Ad Litem Program
- Agreement with Administrative Office of the Courts for BECCA Programs and Services
- Agreement with Department of Children, Youth and Families for evidence-based expansion coordinates services
- Agreement with Department of Children, Youth and Families for At-Risk, Special Sex Offender Disposition Alternative, and Chemical Dependency Block Grant Programs
- Call for hearing to be held no later than Tuesday, September 12, 2023 at 10:30 a.m. regarding a proposed ordinance title Signs
- Clallam County Hearing Examiner status report
- Resolution authorizing the temporary closure of Sekiu River Road – No. 17810
- Agreement with Clallam County PUD for Broadband Infrastructure Improvements Project
- Discussion regarding WaterSMART grant for Dungeness Off-Channel Reservoir Project

Meeting concluded at 11:01 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, August 22, 2023. Also present were Commissioners Johnson and French and Administrator Sill. Administrator Mielke was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added:

3b Bid opening – Lower Dungeness River Levee Slope Repair Project

ACTION TAKEN: CRJm to adopt the agenda as modified, CMFs, mc

CONSENT AGENDA

- 1a Approval of vouchers for the week of August 14
- 1b Approval of payroll for the period ending July 31
- 1c Approval of special payroll for the period ending August 15
- 1d Approval of minutes for the week of August 14

ACTION TAKEN: CRJm to adopt the consent agenda as presented, CMFs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of August 21 – 25, 2023
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REPORTS AND PRESENTATIONS

- CRJ recognized Idona Baumann for over 39 years of service to Clallam County
 - Sheriff King recognized Baumann for her service to Clallam County
 - Baumann thanked Clallam County
- CMF commented on Clallam Bay Sekiu Sewer Advisory Committee, Fentanyl Roundtable, Recompete, Clallam County Fair
- CRJ commented on Hurricane Ridge closure, Veterans
- CMO commented on Legislative Steering Committee, Clallam County Fair

CONTRACTS AND AGREEMENTS

2a Agreement with Administrative Office of the Courts for Blake decision

ACTION TAKEN: CRJm to approve, CMFs, mc

2b Agreement with Administrative Office of the Courts for Family and Juvenile Court Improvement Plan

ACTION TAKEN: CRJm to approve, CMFs, mc

2c Agreement with LexisNexis for Desk Officer Reporting System

ACTION TAKEN: CRJm to approve, CMFs, mc

2d Agreement amendment 5 with Norpoint Protective Services for Courthouse Security Services

ACTION TAKEN: CRJm to approve, CMFs, mc

2e Agreement with Department of Ecology for Solid Waste - Moderate risk waste activity

ACTION TAKEN: CRJm to approve, CMFs, mc

2f Agreement with Department of Ecology for Solid Waste – Enforcement activities

ACTION TAKEN: CRJm to approve, CMFs, mc

2g Agreement amendment 13 with Department of Health for on-site implementation, shellfish, immunizations, prevention overdose, Group A water systems, OSS and WIC programs

ACTION TAKEN: CRJm to approve, CMFs, mc

2h Agreement with North Olympic Land Trust for Frederick Johns and Helle Andersen - No Goat Farm Conservation Futures Program Project

ACTION TAKEN: CRJm to approve, CMFs, mc

2i Agreement and applicant resolution authorization for North Olympic Lead Entity for Salmon

ACTION TAKEN: CRJm to approve, CMFs, mc

2j Agreement with Department of Ecology for Solid Waste Management

ACTION TAKEN: CRJm to approve, CMFs, mc

BIDS AND AWARDS

3a Bid award – to Bruch and Bruch for Downtown Sekiu Sewer Main Replacement Project

ACTION TAKEN: CRJm to approve and authorize the Chair to sign the contract once received, CMFs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of August 21 – 25, 2023
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3b Bid opening – Lower Dungeness River Levee Slope Repair Project

<u>CONTRACTOR</u>	<u>AMOUNT</u>
Scarsella Brothers, Inc.	\$164,640
Bruch and Bruch Construction, Inc.	\$170,559
Delhur Industries, Inc.	\$184,268.15

ACTION TAKEN: CRJm to forward the bids to the Public Works Department for review and recommendation to the Board of Commissioners, CMFs, mc

ADMINISTRATION

4a Call for hearing to be held on Tuesday, September 5, 2023 at 10:30 a.m. regarding an Ordinance repealing Clallam County Code Chapter 3.35 Voters' Pamphlet

ACTION TAKEN: CRJm to issue notice, CMFs, mc

4b Call for hearing to be held on Tuesday, September 5, 2023 at 10:30 a.m. regarding an Ordinance amending Clallam County Code Chapter 5.05 Sales and Use Tax for Chemical Dependency and Mental Health Treatment

ACTION TAKEN: CRJm to issue notice, CMFs, mc

4c Call for hearing to be held on Tuesday, September 5, 2023 at 10:30 a.m. regarding an Ordinance amending Clallam County Code Chapter 5.40 Opportunity Fund Program

ACTION TAKEN: CRJm to issue notice, CMFs, mc

4d Requests for proposals to be received no later than Monday, October 3, 2023 at 3 p.m. regarding Behavioral Health Proposals 2024

ACTION TAKEN: CRJm to issue notice, CMFs, mc

COMMUNITY DEVELOPMENT

5a Resolution authorizing action on Current Use Assessment CUA applications pursuant to Clallam County Code Chapter 27.08, Open Space

ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC COMMENT

- Ellen Menshew, Joyce, commented on Timber Sales TCB 23 and Power Plant, Elwha River (See attached)
- Kenneth Reandeau, commented on Climate Change, fires
- Tim Wheeler, Sequim, commented Voices for Health and Healing, Timber Sales TCB 23 and Power Plant, Elwha River , Climate Change, fires (see attached)
- Brian Grad, Sequim, commented on Timber Sales TCB 23 and Power Plant, Elwha River (see attached)
- Cheri Kidd, Port Angeles, commented on Department of Community Development, permits, Hearing Examiner (see attached)
- Ed Telenick, Sequim, commented on Climate Change, Hearing Examiner report

The meeting concluded at 11:19 a.m. and continued to 9 a.m., Monday, August 28, 2023.

There are no Zoom chat logs for the week of August 21.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of August 21 – 25, 2023
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The Board of Commissioners attended WSAC Virtual Update, Department of Natural Resources Meeting, Coffee with Colleen, and William Shore Memorial Pool District Meeting during the week of August 21.

PASSED AND ADOPTED this 29th day of August 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded

DRAFT

Public comment
Ellen menshew
8/22/23

Good morning, my name is Ellen Menshew. I have lived at the same address in the Joyce area for the past 33 years and drive across the Elwha River bridge on Hwy 112 almost daily. I am here this morning to speak out against the recent DNR timber sale, known as TCB23& Power Plant, that threatens the forestation in this area.

As someone who travels this route regularly, I witness the mass numbers of hikers, bikers, horsemen, and others who park on Hwy 112 just west of the bridge to access the Olympic Adventure Trail. This is no small number. From early morning to, often, late into evening (year round) there is constant activity surrounding access and use of this pristine area. The Olympic Back Country Horsemen routinely organize work parties to maintain safe access along these routes. Safeguarding this area in its natural state is necessary for continuing recreational use for our residents and visitors.

Another, equally, if not more important issue is the potential risk to the integrity of the Elwha River and all she provides: pacific region native salmon runs, drinking water to the City of Port Angeles, and overall preservation of our natural ecosystem. It's only recently that the restoration from the dam removals has begun to level out. Devastation that can occur as a result of industrial logging in an area like this can have catastrophic effects to river flows during peak runoff seasons resulting in mudslides that deposit massive amounts of sediment into the river. These effects damage the salmon habit, and increase the risks to communities downstream via floods and landslides.

The amount of revenue from this timber sale is a pittance in comparison to the money spent on the water treatment plant downtown and on

the lower Elwha River site to provide safe drinking water to the City of Port Angeles.

I urge you contact Secretary Franz to pause this timber sale. I ask you to work in collaboration with our state legislators, City of Port Angeles officials, and others to seek alternative revenue sources to this timber sale. I voted for you to represent the best interests of our county.

Taking no action to request a pause and explore alternatives is not in the best interest of our county. Thank you.

Public comment

Tim Wheeler

8/22/23

Thank you Chalkin County Commissioners,

I urge you to stop the plan to log

legacy forest above the Elwha River.

It risks erosion, mudslides, to clear cut

this precious forest land that could damage

the Elwha still ~~not~~ recovering from the

dam removal, still once again ~~been~~

becoming a habitat for the spawning

of salmon and steel head.

Trees are the greatest reservoir

for carbon dioxide. The best way to

curb & reverse global warming

we just suffered three days of

choking unbreathe air from a

while we now Spokane, part of the

crisis of global climate change.

Let us preserve and protect

appear on forest to fight global

warmings. Thank you.

Tim Wheeler, Sequim - Voices for Health & Healing

Aug. 22, 2023

DECLARATION OF MATT ROSENER, MS, PE

Public Comment
Brian Gerard
8/22/23

I, Matt Rosener, hereby declare as follows:

- (1) My name is Matt Rosener, and I live in Port Angeles, Washington part of the time and in Hanalei, Hawaii the other part of the time. Since 2014, I have operated my business, North Shore Hydrological Services in both locations. I have extensive experience as a hydrologist, including for USDA Natural Resources Conservation Service and US Geological Survey. I am a registered professional engineer in both Washington and Hawaii. My current CV is attached to this declaration.
- (2) I am personally familiar with the Elwha River and Watershed, I have attended several conferences and symposia on the Elwha River Restoration Project, and I have assisted the US Geological Survey for Elwha River channel surveys associated with this project.
- (3) My declaration is based on my professional experience as a hydrologist, my personal knowledge, and my review and analysis of relevant scientific literature, in particular: a science synthesis produced by the US Forest Service Pacific Northwest Research Station called "Effects of Forest Practices on Peak Flows and Consequent Channel Response: A State-of-Science Report for Western Oregon and Washington" by Gordon E. Grant et al.; a scientific paper called "Long-term effects of forest harvesting on summer low flow deficits in the Coast Range of Oregon"; by Catalina Segura et al. (*Journal of Hydrology* 585 (2020) 124749; a scientific paper called "Summer streamflow deficits from regenerating Douglas-fir forests in the Pacific Northwest, USA", by Timothy D. Perry and Julia A. Jones, (*Ecohydrology* 2016:1-13, DOI 10.1002/eco.1790. The studies I

reviewed contain information applicable to industrial logging practices and the health of the Elwha River Watershed, in particular in-stream flows.

- (4) I have also reviewed the SEPA checklists for timber sales TCB23 and Power Plant. The area proposed for timber sale TCB23 is entirely within the Elwha River Watershed, and the four areas proposed for the Power Plant timber sale are predominantly within the Elwha River Watershed. Risks to the Watershed associated with industrial logging include increases in peak flows and diminished summer streamflow.
- (5) The US Forest Service Pacific Northwest Research Station synthesis surveys over 100 peer-reviewed scientific studies spanning the last five decades and identifies a direct correlation between industrial logging and increases in peak flows. Peak flows—a term to describe the maximum rate of water discharge in rivers and streams during rain storms and snowmelt runoff—are associated with landslides, mass wasting, channelization, streambed scour, and other forms of erosion and sediment deposition that detrimentally affect fish. By causing water to move faster through the hydrologic system, industrial logging practices not only can contribute to the degradation of salmonid habitat, but also can endanger communities downstream by elevating the risks of floods and landslides. Mass wasting and landslides can cause significant adverse impacts on nearby streams and their aquatic habitat. While state forest practices regulations require some protection for streams and wetlands, these minimal buffers may not adequately mitigate mass wasting or turbidity impacts to the watershed.
- (6) In the paper called “Long-term effects of forest harvesting on summer low flow deficits in the Coast Range of Oregon”, researchers at Oregon State University published a study that drew conclusions about the role forest management plays in streamflow levels in

summer months. Dr. Catalina Segura and her colleagues analyzed 60 years of data collected on paired stream basins in the Alsea Watershed in Oregon's Coast Range. Some basins were logged according to the rules laid out by Oregon's current forestry regulations, while others were left standing and allowed to mature to over 100 years of age. The researchers found that streams in logged basins produced 50% less water during summer months than streams in unlogged basins. These streamflow deficits persisted for more than half of the year, being most pronounced in late summer. The researchers suggest that the high evapotranspiration rate of young Douglas-fir plantations is the primary cause of this deficit.

- (7) In the paper called "Summer streamflow deficits from regenerating Douglas-fir forests in the Pacific Northwest, USA", Dr. Julia Jones and Timothy Perry studied data collected in eight paired basins over a six-decade period to inquire into the streamflow consequences of industrial forest practices. The researchers studied forestlands that were set aside over 70 years ago for the purpose of research located within the H.J. Andrews Experimental Forest (east of Eugene, Oregon) and the South Umpqua Experimental Forest (east of Roseburg, Oregon). Half of the basins studied were clearcut according to current legal standards, while the others were left standing. The research concluded that young Douglas-fir plantations diminish summer streamflow by 50% when compared to mature forest reference sites. These streamflow deficits caused by industrial logging practices lasted for long periods of time. According to the six decades of data, low flows in clearcut-and-replanted basins persisted and intensified for over a half century after the initial harvest of the basin. The results of this study indicate that clearcutting today will produce diminished water levels well into the late-21st century.

- (8) In general, scientists predict that climate change will dramatically alter hydrologic systems and lead to a water shortage crisis in the Pacific Northwest during the latter half of this century. See *State of Knowledge: Climate Change in Puget Sound*, by Climate Impacts Group, University of Washington 2015. This is especially relevant to the Elwha River Watershed where glacial meltwater and seasonal snowmelt substantially contribute to summer streamflow in the Elwha River and its tributaries. Glacial retreat and disappearance have been well-documented in the Olympic Mountain range ([Fountain, et al](#); “*Glaciers of the Olympic Mountains, Washington—The Past and Future 100 Years*” March 8, 2022). With the glacial melt component of the water budget decreasing and predicted to further decrease, summer low flows in the Elwha River Watershed are expected to decline in the future. The timing of seasonal snowmelt runoff is being accelerated due to climate change as well, and this will also contribute to reduced summer low flows ([Glacier status and contribution to streamflow in the Olympic Mountains, Washington](#); Riedel et al.; November 18, 2014); (Lower Elwha Klallam Tribe Climate Change [Vulnerability Assessment](#); February 2022).
- (9) The results of the above studies and the predicted impacts of climate change have implications for management of logging in the Elwha River Watershed. It is likely that the effects of altered hydrologic regimes due to climate change will compound the impacts of industrial logging operations on summer low flow availability in this area.
- (10) The planned timber harvests known as TCB23 and Power Plant are primarily within the Elwha River watershed, as well as other streams and wetlands.
- (11) Based on my professional experience and as is standard in advising local governments or other entities about the impacts of certain activities on watershed health,

it is best practices to avoid or defer activities that may have a measurable impact on in-stream flows until there is an acceptable degree of certainty that such activities will not have an unacceptable impact. This is particularly important as climate change introduces greater uncertainty as to our ability to predict the severity of impacts and availability and reliability of fresh water sources are expected to be greatly compromised.

(12) It is important to consider the cumulative effects of past, present, and future planned logging, both on public and private land, in the Elwha River Watershed.

(13) It is also important to consider the recent dramatic changes to the Elwha River that have occurred as a result of dam removal, including the effects such changes have had on the river channel, sedimentation, high flow events, and slope stability of the river bluffs.

(14) Based on my professional experience and review of the above cited studies, it is my opinion that industrial logging poses a threat to the health of the Elwha River Watershed, and, in particular, will reduce in-stream summer flows to at least some degree and in a potentially significant amount. Logging also presents other hazards to the River such as landslides and erosion.

I declare that the foregoing is true and correct.

Dated: June 1, 2023, Hanalei, Hawaii.



Matt Rosener, MS, PE

PDF RCW 36.70.970

Public Comment
Chen Udd
8/22/23**Hearing examiner system—Adoption authorized—Alternative—Functions—Procedures.**

(1) As an alternative to those provisions of this chapter relating to powers or duties of the planning commission to hear and issue recommendations on applications for plat approval and applications for amendments to the zoning ordinance, the county legislative authority may adopt a hearing examiner system under which a hearing examiner or hearing examiners may hear and issue decisions on proposals for plat approval and for amendments to the zoning ordinance when the amendment which is applied for is not of general applicability. In addition, the legislative authority may vest in a hearing examiner the power to hear and decide those issues it believes should be reviewed and decided by a hearing examiner, including but not limited to:

(a) Applications for conditional uses, variances, shoreline permits, or any other class of applications for or pertaining to development of land or land use;

(b) Appeals of administrative decisions or determinations; and

(c) Appeals of administrative decisions or determinations pursuant to chapter 43.21C RCW.

The legislative authority shall prescribe procedures to be followed by a hearing examiner.

Any county which vests in a hearing examiner the authority to hear and decide conditional uses and variances shall not be required to have a zoning adjuster or board of adjustment.

(2) Each county legislative authority electing to use a hearing examiner pursuant to this section shall by ordinance specify the legal effect of the decisions made by the examiner. Such legal effect may vary for the different classes of applications decided by the examiner but shall include one of the following:

(a) The decision may be given the effect of a recommendation to the legislative authority;

(b) The decision may be given the effect of an administrative decision appealable within a specified time limit to the legislative authority; or

(c) Except in the case of a rezone, the decision may be given the effect of a final decision of the legislative authority.

(3) Each final decision of a hearing examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision. Such findings and conclusions shall also set forth the manner in which the decision would carry out and conform to the county's comprehensive plan and the county's development regulations. Each final decision of a hearing examiner, unless a longer period is mutually agreed to in writing by the applicant and the hearing examiner, shall be rendered within ten working days following conclusion of all testimony and hearings.

[1995 c 347 § 425; 1994 c 257 § 9; 1977 ex.s. c 213 § 3.]

NOTES:

Finding—Severability—Part headings and table of contents not law—1995 c 347: See notes following RCW 36.70A.470.

Severability—1994 c 257: See note following RCW 36.70A.270.

Severability—1977 ex.s. c 213: See note following RCW 35.63.130.

1d



AUG 29 2023

**PROCLAMATION
RECOGNIZING SEPTEMBER 2023 AS WORKFORCE DEVELOPMENT PROFESSIONALS MONTH**

WHEREAS, the ability for businesses and industries throughout the Olympic Region and its surrounding communities to maintain a competitive edge in the global economy hinges on the availability and quality of a skilled workforce and robust talent pipeline; and

WHEREAS, it is important to recognize and understand the evolving complexities in today's economic reality, and to act according to new demands facing employees and employers at every level; and

WHEREAS, collaboration between the workforce system and businesses, educational institutions, and private-public partners is critical to effectively align training and workforce needs; and

WHEREAS, it is necessary to eliminate economic and employment disparities based on race, disability, veteran status, or past criminal records by bringing all residents in need of sustainable employment into the workforce; and

WHEREAS, employers depend on the workforce system to help them recruit and retain competitive and skilled workers, and continue to upgrade transferrable skillsets of their incumbent employees; and

WHEREAS, the Olympic Region's workforce system remains committed to customer-focused and community-oriented services with a firm pledge to prioritizing equity at the center of all its work:

NOW, THEREFORE BE IT PROCLAIMED the Board of Clallam County Commissioners hereby declare September 2023 as "Workforce Development Professionals Month" and do commend this observance to all residents.

Signed this 29th day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



2a

AGENDA ITEM SUMMARY

AUG 29 2023

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 08/21/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/29/2023**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - #851.23.009 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract between the Department of Commerce and Clallam County Juvenile & Family Services to provide safety and stability to youth ages 12-17 experiencing homelessness by providing a continuum of outreach, shelter, and associated services.

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

Resulting revenue has already been figured into the budget. Budget change not necessary.

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

County Official signature & print name:

Jody Jacobsen
Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Jeff Gandy
Jeff Gandy

Relevant Departments: _____

Date submitted: 08/09/2023

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



Grant Agreement with

Clallam County Juvenile and Family Services

Housing Division

Office of Homeless Youth

Grant Number:

24-46302-902

For

Secure Crisis Residential Center

Dated: Saturday, July 1, 2023

Rec'd of 7/31/23 - schedule for docu sign



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Face Sheet

Grant Number: 24-46302-902

**Housing Division
Office of Homeless Youth Unit
Secure Crisis Residential Center**

1. Grantee Clallam County Juvenile and Family Services 1912 W. 18th Street Port Angeles, WA 98363		2. Grantee Doing Business As (as applicable)	
3. Grantee Representative Jody Jacobson Director 360-565-2639 jody.jacobsen@clallamcountywa.gov		4. COMMERCE Representative Erin Feeley Program Manager 564-669-4467 Erin.feeley@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$527,277	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date July 1, 2023
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0000200-36	12. UBI # 054-004-559	13. UEI # N/A
14. Grant Purpose The purpose of this grant is to provide safety and stability to unaccompanied youth and young adults experiencing homelessness and housing instability in WA State by providing a continuum of outreach, shelter, housing, and associated services as specified in the contract Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Program Guidelines (as they may be revised from time to time), and Grant Application.			
FOR GRANTEE _____ Name, Title _____ Signature _____ Date		FOR COMMERCE _____ Corina Grigoras, Housing Division Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Approved as to form only by:

Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County



Special Terms and Conditions

1. GRANT 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 Grant.

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$527,277 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment "B" - Budget.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the COMMERCE Grants Management System (CMS) not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

All invoices shall include a Monthly Voucher Detail and any other reports required by Commerce. The invoice shall include the Grant Number 24-46302-902.

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 Grantee.

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

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.

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 Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

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

Disallowed Costs



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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

4. SUBGRANTEE DATA COLLECTION

Grantee 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 Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

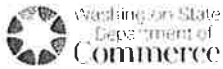
The Grantee shall submit to COMMERCE upon a written request by COMMERCE, a certificate of insurance, which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.



Grantee shall provide to COMMERCE upon written request by COMMERCE, a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence, General Aggregate - \$2,000,000 to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

6. **FRAUD AND OTHER LOSS REPORTING**

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.

7. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, 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
- Program Guidelines, as revised
- Grant application



General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, 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 Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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



4. **ALL WRITINGS CONTAINED HEREIN**

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

5. **AMENDMENTS**

This Grant 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.

6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee 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.



10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:



- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.



17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived



from a gender-based differential; and accounts for the entire differential.

- iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, 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.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, 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 Grant.



29. 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant 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 Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

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



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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee 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 Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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 Grant.

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

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant 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 Grantee under the orders and subgrants/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 subgrants/subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/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 Grant 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 Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

- A. Grantee agrees to operate the following programs as specified in the grant application and OHY guidelines:
- The **Secure Crisis Residential Center (SCRC)** grant provides resources for emergency, temporary residence, assessment, referrals, family reconciliation and permanency planning services for youth ages 12-17. **Number of approved beds: 4**
- B. Grantee shall comply with all the administrative requirements, policies and procedures, required trainings, and program implementation requirements specified in the applicable OHY program guidelines for each of the programs funded through this grant.
- C. Grantee shall submit Monthly Voucher Details with each invoice and any other report that Commerce may develop as specified in the applicable OHY program guidelines.
- D. Grantee must enter data in HMIS in accordance with any applicable HMIS user agreements, and as specified by Commerce in the applicable OHY program guidelines.



Attachment B: Budget

Budget Category	FY 24 Amount	FY 25 Amount
Administration	\$39,546	\$39,546
Program Operations	\$224,093	\$224,092
Facilities Costs	\$0	\$0
Support Services	\$0	\$0
Total	\$263,639	\$263,638

Total Grant Amount: \$527,277

Certificate Of Completion

Envelope Id: 786CA4B3CEE44831954B67BF26D99E3B

Subject: Complete with DocuSign: OHY FY24-FY25 Contract_Clallam_SCRC.pdf

Division:

Community Services and Housing

Program: OHY

ContractNumber: 24-46302-902

DocumentType: Contract

Source Envelope:

Document Pages: 18

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Signatures: 0

Initials: 2

Envelope Originator:

Erin Feeley

1011 Plum Street SE

MS 42525

Olympia, WA 98504-2525

erin.feeley@commerce.wa.gov

IP Address: 198.239.106.221

Record Tracking

Status: Original

7/26/2023 2:09:50 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Erin Feeley

erin.feeley@commerce.wa.gov

Pool: StateLocal

Pool: Washington State Department of Commerce

Location: DocuSign

Location: DocuSign

Signer Events

Christopher Hanson

christopher.hanson@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.134.4

Timestamp

Sent: 7/26/2023 2:13:23 PM

Viewed: 7/28/2023 10:52:35 AM

Signed: 7/28/2023 10:53:22 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kim Justice

kim.justice@commerce.wa.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.10.192

Sent: 7/28/2023 10:53:23 AM

Viewed: 7/31/2023 8:06:15 AM

Signed: 7/31/2023 8:06:26 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark Ozias

mark.ozias@clallamcountywa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/17/2023 11:45:23 AM

ID: 277ca73e-02a1-4da9-a6cd-89c53a39cd16

Corina Grigoras

corina.grigoras@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events Jody Jacobsen jody.jacobsen@clallamcountywa.gov Juvenile Court Administrator Security Level: Email, Account Authentication (None)	Status VIEWED Using IP Address: 65.243.148.162	Timestamp Sent: 7/31/2023 8:06:28 AM Viewed: 7/31/2023 9:28:03 AM
Electronic Record and Signature Disclosure: Accepted: 7/31/2023 9:28:03 AM ID: 368fde09-7b6a-4e38-9b5d-91cd3506fc98		
Cindy Hanson cynthia.hanson@clallamcountywa.gov Security Level: Email, Account Authentication (None)		Sent: 7/31/2023 9:28:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 7/26/2023 2:13:23 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



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AGENDA ITEM SUMMARY

AUG 29 2023

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 08/21/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/29/2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.23.011 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract renewal with Administrative Office of the Courts (AOC) for the Child Advocate Volunteer Guardian Ad Litem Program (CAP). The program and volunteers must comply with the statutory requirements contained in RCW 13.34.100-107

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

Resulting revenue has already been figured into the budget. Budget change not necessary.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen
Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Kimberly Burns & Valene Brink
Kimberly Burns & Valene Brink

Relevant Departments: _____

Date submitted: 08/09/2023

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

Revised: 5/24/2019

INTERAGENCY AGREEMENT IAA24327
 BETWEEN
 WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
 AND
 CLALLAM COUNTY JUVENILE COURT
 FOR THE
 SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Clallam County Juvenile Court (COURT).

I. PURPOSE

It is the purpose of this Agreement for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

II. STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Project Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2023 regardless of the date of execution and it shall end on June 30, 2024, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

IV. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$61,209 . Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at payables@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed A-19 and the detailed information outlined in the CASA/Volunteer GAL Monthly Detail Report (see Exhibit B). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier

VI. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC

determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VII. RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. 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.

VIII. BACKGROUND CHECKS

The COURT shall:

- Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The AOC will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

IX. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

X. 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.

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

XII. TERMINATION

A. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

XIII. 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 determination of the Dispute

Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

XIV. GOVERNANCE

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.

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:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. 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 unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. 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.

XVIII. 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 normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations

and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the agreement if all parties agree to the amendment.

XIX. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

XX. AGREEMENT MANAGEMENT

The project manager 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 Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276	Jody Jacobsen Juvenile Court Administrator 1912 W 18th St Port Angeles, WA 98363-5121 jody.jacobsen@clallamcountywa.gov 360-565-2639

XXI. ENTIRE AGREEMENT

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.

AGREED:

Administrative Office of the Courts

County Juvenile Court

Signature *Date*

Signature *Date*

Christopher Stanley, CGFM

Name

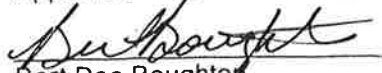
Name

**Chief Financial and Management
Officer**

Title

Title

Approved as to form only by:


 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

IAA24327

Page 6 of 6

EXHIBIT A

CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a county/court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Project Manager

- Person designated to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance

- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the county/court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits county/court to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits county/court and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate

must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the county/court and approved by the court administrator or county executive. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the CASA/VGAL program's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

- *Volunteers* can be reimbursed for meals at the destination per diem rates if in travel status during the full meal period (7-8 a.m. breakfast, noon-1 lunch, 4-5 p.m. dinner). There is no overnight or 3-hours beyond the normal work day “in travel status” requirement for volunteers to qualify for meal, mileage, and ferry reimbursement.
 - Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
 - **All** travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC for child advocate program costs.

Allocation of the funding is based on:

1. Caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

- Dependency Petition
- Dependency Review Hearing
- Dependency Review Hearing Order
- Dismissal Hearing
- Disposition Hearing-Use For Case type 7 Cases Only
- Fact Finding Hearing
- Fact-Finding And Disposition Hearing
- First Dependency Review Hearing
- First Dependency Review Hearing Order
- Order Of Dependency
- Order Of Dismissals
- Order Of Disposition
- Order Of Disposition On Dependency
- Order On Review Hearing
- Permanency Planning Hearing
- Permanency Planning Hearing Order
- Petition For Termination Of Parent-Child Relationship
- Review Hearing
- Shelter Care Hearing: Contested
- Shelter Care Hearing: Uncontested
- Shelter Care Orders
- Order Of Continuances
- General Order Code

2. Filings reported by three participating tribes: Kalispel Tribe of Indians, Spokane Tribe of Indians, and Yakama Nation. The data is given to the Comptroller by the AOC Project Manager from the tribes' 6-month reports.

The AOC Comptroller maintains an allocation spreadsheet. The caseload data is used to calculate a percentage of total statewide filings for each county and tribe, based on a moving average of four-year filings of each case type.

The percentages applied to the appropriation amount by fiscal year calculate the allocation amounts available to each CASA/Volunteer GAL program.

Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

State of Washington
Administrative Office of the Courts

I, [AOC Comptroller name], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- ☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.
- ☐ Documentation is **not** in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date _____

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT

EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COUNTY/COURT
NAME: _____

MONTH & YEAR: _____

ADMINISTRATIVE

Computer Set-Up
CASA/WACAP Membership Dues

Total \$ -

STAFF/FTE

Salaries
Benefits

Total \$ -

CONTRACTS/ SERVICE DELIVERY

Advertising

Total \$ -

GOODS/SERVICES

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ -

TRAVEL

- Mileage
- Per Diem
- Other (Registrations fees)

Total \$ -

GRAND TOTAL

\$ -



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AGENDA ITEM SUMMARY

AUG 29 2023

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 08/21/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/29/2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.23.010 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract renewal with Administrative Office of the Courts (AOC) for Becca Program. The purpose of this Agreement is to engage the services of Juvenile Services to process Truancy, At Risk Youth and Child in Need of Services programs and services.

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

Resulting revenue has already been figured into the budget. Budget change not necessary.

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

Review and sign.

County Official signature & print name:

Jody Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting:

Kimberly Burns Kimberly Burns

Relevant Departments: _____

Date submitted: 08/09/2023

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

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

Revised: 5/24/2019

INTERAGENCY AGREEMENT IAA24294
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CLALLAM COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Clallam County Juvenile Court (Contractor).

I. PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

II. STATEMENT OF WORK

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- A. CHINS petitions;
- B. ARY petitions; and,
- C. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Project Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2023** regardless of the date of execution and it shall end on **June 30, 2024**, except for any remaining obligations of the Contractor as may exist.

IV. COMPENSATION

- A. Contractor shall be reimbursed a maximum of \$168,380 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement.
- B. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (Exhibit B) is received and approved by AOC.
- D. If this Agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- E. Contractor shall submit invoices to AOC monthly.
- F. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19 and Becca Monthly Detail Report (Exhibit B). Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement
- G. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- H. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- I. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in

the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VI. OTHER PROVISIONS FOR SERVICES

- A. **Background Check/Criminal History**
In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor is suitable for access to clients/juveniles.

By signing this agreement, Contractor affirmatively acknowledges that it has met these requirements. Contractor shall document the background check/criminal history clearance process it employs.

- B. **Sexual Misconduct**
Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

VII. RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The

receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it 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.

VIII. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

IX. 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.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

XI. TERMINATION

A. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause

If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

XII. 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 determination of the Dispute Board shall be final and binding on the parties hereto.

XIII. GOVERNANCE

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.

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:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement including materials incorporated by attachment or reference.

XIV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XV. 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 normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the Agreement as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this Agreement.

XVI. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed.

The parties agree that signed digital, electronic, or scanned copies of documents will be given full effect as if an original.

XVII. AGREEMENT MANAGEMENT

The project manager 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 Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276	Jody Jacobsen Juvenile Court Administrator 1912 W 18th St Port Angeles, WA 98363-5121 jody.jacobsen@clallamcountywa.gov 360-565-2639

XVIII. ENTIRE AGREEMENT

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 considered to exist or to bind any of the parties to this Agreement unless otherwise stated in this Agreement.

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

COUNTY JUVENILE COURT

Signature Date
 Christopher Stanley, CGFM
Name
 Chief Financial and Management Officer
Title

Signature Date
 Mark Ozias
Name
 Chair, Board of County Commissioners
Title

Approved as to form only by:

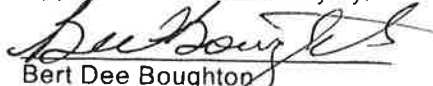

 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. GENERAL

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See ESSB 5187 Section 114 (2)(a) and (b) (2023).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central contact with the court
- Approves invoices and submitted supporting documentation for Becca reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the Becca agreement

3. Management Services Director

- Resolves policy and procedural issues related to Becca funding

4. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves Becca agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with Becca

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management must be kept locally. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g. clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral must be kept locally. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to

determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for Becca case processing or management and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. Equipment

- Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to Becca; however, it must be kept locally and equipment is used solely for case processing or management. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total

maintenance costs. Vehicle and other high cost items are not allowable purchases.

- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual Becca Conference is provided, not to exceed the published AOC travel and per diem rates.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates.
 - Supporting Documentation –All travel reimbursement requests must be kept locally for audit purposes.
 - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

Becca Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the 2023-2025 Biennium, the appropriations equal \$7 million per fiscal year.

The Legislature also provides the following direction through budget proviso:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16 year-olds.

The AOC Comptroller maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties' weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties' weighted allocations are lowered to cover the small county base.
- Additionally, for FY 2024, adjustments were made to the formula in response to the impacts of the COVID 19 Pandemic on case filings. The adjustments were to exclude 2020 and 2021 filings and implement a 5 percent stop-loss. These changes were recommended by the Washington Association of Juvenile Court Administrators and approved by the State Court Administrator. The recommendation is included as an attachment to these guidelines.

Audit Process

The AOC Comptroller will periodically audit court Becca reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to Becca reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of Becca in that county.

Following this review, the AOC Comptroller (or designee) will contact the court if reimbursement request(s) do not meet the criteria and file the attached report in the AOC Becca audit file. See next page for sample report.

State of Washington
Administrative Office of the Courts

I, [AOC Comptroller name], have reviewed the Becca reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- ☐ Documentation is in compliance with Becca cost reimbursement requirements.
- ☐ Documentation is not in compliance with Becca cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date



2d

AGENDA ITEM SUMMARY

AUG 29 2023

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 08/21/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/29/2023**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.23.008 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Consolidated Contract between the state of Washington and the Department of DCYF and Juvenile & Family Services to provide funding to support Evidence Based Expansion-Coordinated Services.

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

Resulting revenue has already been figured into the budget. Budget change not necessary.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Kimberly Burns Kimberly Burns

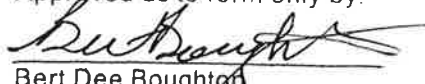
Relevant Departments: _____

Date submitted: 08/09/2023

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

		COUNTY PROGRAM AGREEMENT Evidence Based Expansion		DCYF Agreement Number 2363-48860
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF INDEX NUMBER 1215	DCYF CONTRACT CODE 2073CS-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504		
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL karenamcgovern@dcyf.wa.gov
COUNTY NAME Clallam County		COUNTY ADDRESS 1912 W 18th Port Angeles, WA 98363		
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI) 054-004-559		COUNTY CONTACT NAME Jody Jacobsen		
COUNTY CONTACT TELEPHONE (360) 565-2639		COUNTY CONTACT FAX (360) 457-4875		COUNTY CONTACT E-MAIL jody.jacobsen@clallamcountywa.gov
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2023		PROGRAM AGREEMENT END DATE 06/30/2025		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibit B
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: ☒ Exhibits (specify): Exhibit A: Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Statement of Work; Exhibit C: Monthly Project Update Form; Exhibit D: Monthly Reimbursement Request Form; and Exhibit E: Quarterly Target Update Form				
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S) Jody Jacobsen		DATE(S) SIGNED
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED

Approved as to form only by:


 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

General Terms and Conditions

- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
 - p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
 7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
 8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or

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both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing

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herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.
15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

 - a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.
16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found

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by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. Subrecipients.

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

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23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

25. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

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- (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
- (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.
- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default,

General Terms and Conditions

the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

27. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
28. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
29. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Evidence-Based Expansion (EBE) Contract Term, Reimbursement Procedures,
and Program Responsibilities

1. Contract Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statement of Work. The contract term begins July 1, 2023 and expires June 30, 2025.

2. Funding

As of July 1, 2023 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2024-2025.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the EBE Contract SFY 2022-2023 (DCYF Contract No. 2163-21937) until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2024-2025 funding rate shall apply retroactively to July 1, 2023 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2024, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statement of Work

As of July 1, 2023, the County is responsible for adhering to the requirements described in Exhibit B: Statement of Work - Evidence Based Expansion.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the EBE Contract SFY 2022-2023 (DCYF Contract No. 2163-21937) shall apply to all work performed under this agreement until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2024-2025 Statement of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2023, JR may discontinue reimbursement until the application is completed and approved.

STATEMENT OF WORK

Evidence Based Expansion**1. Definitions**

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Client" means any child or adult who is authorized services by DCYF.
- b. "County" means the Contractor.
- c. "DCYF" means the Department of Children, Youth, and Families.
- d. "JR means Juvenile Rehabilitation, a program under DCYF.
- e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
- f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
- g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. Purpose

As mandated by the Washington State Legislature, the purpose of this Contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include:

- Functional Family Therapy (FFT);
- Multi-Systemic Therapy (MST);
- Coordination of Services (COS); and
- Education and Employment Training (EET).

3. General Requirements

Upon approval of the County Juvenile Court's Approved Evidence Based Expansion Application Response, the County Juvenile Court shall:

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Expansion Application Response to the Rehabilitation Administration's Juvenile Rehabilitation (JR) Evidence Based Expansion Solicitation;
- b. Administer a Washington State Juvenile Court prescreen or full risk assessment to participating youth. Youth who are moderate to high risk on the prescreen assessment must receive a full assessment. All moderate to high risk youth must receive a reassessment at the end of probation, in accordance with the timeline specified in the County Juvenile Court's Approved Evidence Based Application Response; and

- c. Ensure compliance with existing Community Juvenile Accountability Act (CJAA) State Quality Assurance Programs for the following programs: Functional Family Therapy; Multi-systemic Therapy, Coordination of Services; and Education and Employment Training.

4. Intervention Programs

- a. Functional Family Therapy, Multi-systemic Therapy, Coordination of Services, and Education and Employment Training.
- b. The County Juvenile Court must serve the number of youth at the cost budgeted and as detailed in the County Juvenile Court's Approved Evidence Based Application Response. If the County Juvenile Court anticipates a deviation from any aspect of its Application Response, it must submit a written request for prior approval to the JR Juvenile Court Treatment Programs Administrator. Service delivery must be based on and adhere to the following specifications:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, LLC 1-Day Systems Training;
- (c) Clinical feedback from FFT LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits; and
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(2) For Multi-systemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) Precepts and practices contained in Coordination of Services Statewide Manual; and
- (b) General Precepts and practices contained in the Coordination of Services initial training.

(4) Employment Education and Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual; and
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits.

- c. For the interventions listed above, the Juvenile Court shall comply with:

- (1) The Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see CJAA: Program Evaluation Design, WSIPP November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County Juvenile Court shall participate with all parties to ensure effective program evaluation.
- (2) RCW 13.40.500 through 13.40.550 which requires County Juvenile Courts to collect the name, date of birth, gender, social security number, and Juvenile Information System (JUVIS) number for each juvenile enrolled in the Evidence Based Expansion Program (EBP).

5. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. The performance metrics below only apply to Juvenile Court EBP's which are further described in this Statement of Work.

Evidence-Based Program Quality Assurance – Coordination of Services (COS)

Goal	All EBPs implemented in juvenile courts must meet established quality assurance standards.
Metric	COS quality assurance standards include fidelity and competency rating standards for the Manager/Facilitator/Coordinator (MFC). MFC has a fidelity rating of 2.0, and a competency rating of 2.0
Target	COS MFC has a fidelity rating of 2.0, and a competency rating of 2.0
Reporting Requirement	The statewide COS Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal.

	Based on a three-year average (SFY20-22), the following are the established baseline program completion rates for your court: COS: 94.7%
Target	Statewide Averages: COS: 93.3% All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

c. Performance Improvement Plan

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

6. Consideration

The maximum consideration for the Evidenced Based Expansion program for SFY24-25 is identified in the "Juvenile Court Evidence Based Expansion Funding Awards SFY24-25" list, incorporated by reference below in Section 11 of this Statement of Work.

- a. Under expenditures in SFY24 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of SFY24 and SFY25 for all counties participating in Evidence Based Expansion contracts, provided funding is available.
- b. The full list of priorities is detailed in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application". County Juvenile Courts shall submit the JR provided "Revenue Sharing Requests/Returns Form" to the JR Juvenile Court Treatment Programs Administrator no later than May 15th of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards SFY24-25 list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature."
- c. JR will review utilization by January 1st each fiscal year. If the County Juvenile Court has significantly exceeded their proposed cost per participant as detailed in their "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", the Juvenile Court Treatment Programs Administrator and CJAA Advisory Committee shall intervene and develop a work plan with the County Juvenile Court to maintain compliance with their proposed cost per participant.

- d. The cost per participant is determined in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."
- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.

7. Payment and Billing

- a. DCYF shall pay the County upon acceptance by DCYF of a properly completed Invoice Voucher (A-19), or other JR pre-approved invoice document, and the required monthly project forms. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- b. The following Deliverables must be attached with the Invoice Voucher (A-19) and completed before payment will be made by JR:
 - (1) Monthly Project Update Form. Use Exhibit C – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, COS and EET);
 - (2) Monthly Reimbursement Request Form. Use Exhibit D – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, COS and EET);
 - (3) Quarterly Target Update Form. Use Exhibit E – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, COS and EET) to JR within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly Invoice Voucher (A-19); and
 - (4) Completed Monthly Business Intelligence Tool (BIT) EBP Summary Report.
- c. The County Juvenile Court agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- d. The County Juvenile Court shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- e. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- f. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- g. Stop Payment. If reports required under this Contract are delinquent, JR may stop payment to the County Juvenile Court until such required reports are submitted to JR.

8. County Compliance

- a. Subcontractors

If the County Juvenile Court utilizes subcontractors for the provision of services under this Contract, the County Juvenile Court must notify the JR Juvenile Court Treatment Programs Administrator in

writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County Juvenile Court for any breach of performance.

b. Other Provisions

The County Juvenile Court shall comply with the following other provisions for all services provided under this Contract.

(1) Background Check/Criminal History

- (a) This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- (b) In accordance with Chapters 388-700 WAC (JR -Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this contract, the County and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, the County, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
- (c) By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - i. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - ii. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - iii. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

(2) Sexual Misconduct

- (a) Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- (b) By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

- (c) In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person;
- (d) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (e) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- (f) If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

9. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

10. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

11. Items Incorporated by Reference

- a. RCW 13.40.500 – 13.40.550;
- b. Juvenile Disposition Sentencing Standards;
- c. Evidence-Based Public Policy Options to Reduce Future Prison Construction (October 2006);
- d. Providing Evidence-Based Programs with Fidelity in Washington State Juvenile Courts: Cost Analysis; and
- e. The County's SFY 2024-2025 Washington State Juvenile Court Evidence Based Expansion Application.

12. JR Program Contact Information

The primary program contact for this Contract for DCYF shall be:

Robert Leonard
Program Administrator
Juvenile Rehabilitation
1115 Washington St, SE 98504-4570
206.639.6009
Robert.Leonard@dcyf.wa.gov

EXHIBIT C

Juvenile Court Evidence Based Expansion
MONTHLY PROJECT UPDATE FORM SFY24-25

The following information must be submitted on the Monthly Project Update Form, as provided by JR, for each type of intervention (FFT, MST, COS and EET) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JR:

- a. County Name
- b. Month/Year of Service
- c. The court's projected number of youth who will start the program for the current fiscal year
- d. The number of youth who started the program during this month (Youth shall only be counted as a starter one time per evidence based program per probation obligation)
- e. The total number of youth who started the program since the beginning of the current fiscal year
- f. The number of youth who have successfully completed the program during this month
- g. The number of youth who have successfully completed the program since the beginning of the current fiscal year
- h. The total number of youth who are still active in the program and have not completed as of the end of this month
- i. The Total Reimbursement for the program since the beginning of the current fiscal year
- j. The County's current cost per youth for the program
- k. Program Comments (include barriers to getting youth to start the programs and/or any opportunities to expand the programs)

EXHIBIT D

Juvenile Court Evidence Based Expansion
MONTHLY REIMBURSEMENT REQUEST FORM SFY24-25

Attach completed Form(s) to an Invoice Voucher Form (A-19) when submitting requests for payment to JR. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (FFT, MST, COS and EET).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
--------	------------	--

COSTS THIS MONTH

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Administrative (not to exceed 15%)</u>	\$ _____
TOTAL COST	\$ _____

Juvenile Court Evidence Based Expansion
QUARTERLY TARGET UPDATE FORM SFY24-25

Submit completed Form(s) to JR within 15 days following each fiscal quarter being reported on. Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (FFT, MST, COS and EET).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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PROPOSED QUARTERLY TARGETS

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
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ACTUAL QUATERLY TARGETS

1. _____	is the number of youth who <i>participated</i> in the project for the quarter being reported.
2. _____	is the number of youth who <i>completed</i> the project for the quarter being reported.

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

--

IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

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AGENDA ITEM SUMMARY

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

2e
AUG 29 2023

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 08/21/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/29/2023**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU Contract #851.23.007

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other Discussion only

Documents exempt from public disclosure attached: ☐

Executive summary:

Consolidated Contract between the state of Washington and the Department of DCYF and Juvenile & Family Services to provide funding to support Block Grant programs. The programs include supervision for At-Risk (CJS), Special Sex Offender Disposition Alternative (SSODA), and Chemical Dependency.

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

Resulting revenue has already been figured into the budget. Budget change not necessary.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Kimberly Burns Kimberly Burns

Relevant Departments:

Date submitted: 08/09/2023

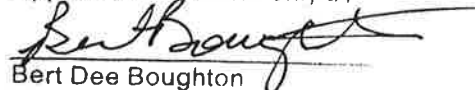
* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS

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

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

		COUNTY PROGRAM AGREEMENT Consolidated Contract		DCYF Agreement Number 2363-48745	
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF INDEX NUMBER 1215	
				CCS CONTRACT CODE 2072CS-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist			DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504		
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov	
COUNTY NAME Clallam County		COUNTY DBA		COUNTY ADDRESS 223 East 4th St Suite 14 Port Angeles, WA 98362-3015	
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI) 054-004-559		COUNTY CONTACT NAME Jody Jacobsen			
COUNTY CONTACT TELEPHONE (360) 565-2639		COUNTY CONTACT FAX (360) 457-4875		COUNTY CONTACT E-MAIL jody.jacobsen@dallamcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2023		PROGRAM AGREEMENT END DATE 06/30/2025		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibits	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement: ☒ Exhibits (specify): ☒ Exhibit A: Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities; ☒ Exhibit B: Juvenile Court Block Grant; ☒ Exhibit C: Detention Services					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.					
COUNTY SIGNATURE (S)		PRINTED NAME (S) AND TITLE (S) <u>Jody Jacobsen</u>		DATE (S) SIGNED	
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

Approved as to form only by


 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

General Terms & Conditions

1. Definitions. The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall

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perform pursuant to any Program Agreement

- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

- 2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
- 3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
- 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- 5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
- 7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
- 8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

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Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any

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Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and state of Washington statutes and regulations;
- b. This Agreement;
- c. The Program Agreement(s).

18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

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20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.
21. **Subrecipients.**
- a. **General.** If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968; Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C,D,E. and G, and 28 C.F.R. Part 35 and 39.
- b. **Single Audit Act Compliance.** If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

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- c. **Overpayments.** If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. **Termination Due to Change in Funding, Agreement Renegotiation or Suspension.**

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. **Termination for Convenience.** The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504 -5710.

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25. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; **or**
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; **and/or**
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession,

Special Terms and Conditions

1. Definitions The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contractor" means the County.
 - b. "DCYF" means the Department of Children, Youth, and Families.
 - c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.
 - d. "JR" means the Juvenile Rehabilitation which is under the DCYF.
 - e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
 - f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.
2. Background Checks
 - a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
 - b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
 - c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
 - d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

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3. Sexual Misconduct

- a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
 - (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
 - (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

- a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- d. Under no circumstance shall the Contractor bill twice for the same services.

Special Terms and Conditions

- e. The Contractor shall maintain backup documentation of all costs billed under this contract.
- f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2023 and expires June 30, 2025.

2. Funding

As of July 1, 2023, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2024-2025.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22039) until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2024-2025 funding rate shall apply retroactively to July 1, 2023 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2024, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work

As of July 1, 2023, the County is responsible for adhering to the Statements of Work described in the Exhibit B: Statement of Work – Juvenile Court Block Grant and Exhibit C: Statement of Work – Detention Services.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22039) shall apply to all work performed under this agreement until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2024-2025 Statements of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2023, JR may discontinue reimbursement until the application is completed and approved.

STATEMENT OF WORK

Juvenile Court Block Grant

1. Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders. These programs include, but are not limited to the following:

- Consolidated Juvenile Services At-Risk (CJS);
- Special Sex Offender Disposition Alternative (SSODA);
- Chemical Dependency and Mental Health Disposition Alternative (CDMHDA);
- Suspended Disposition Alternative (SDA);
- Community Juvenile Accountability Act (CJAA) – Evidence Based Programs (CJAA); and
- Promising Programs.

Program descriptions and requirements are outlined in the Block Grant Contract SFY 2023/24 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

- a. Provide projects and services in compliance with the County's Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response");
- b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response;
- c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response;
- d. Establish programs designed to impact the outcomes statewide by:
 - (1) Decreasing recidivism;
 - (2) Decreasing commitments to the JR; and
 - (3) Maintaining or increasing the number of committable youth receiving services in their community.
- e. Upon JR's request, provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes as agreed upon between JR and the County Juvenile Court;
- f. Consistent with RCW, provide JR with information necessary for the JR to provide oversight of the

e. Community Juvenile Accountability Act – Evidence Based Programs (CJAA)

The County will comply with the statewide Evidence-Based Quality Assurance plans and the following program standards

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC. Initial 3-Day Training;
- (b) Assessment – Reporting Standards contained in FFT, LLC. 1-Day Systems Training;
- (c) Clinical feedback from FFT, LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;
- (e) Precepts – practices of FFT contained in Blueprints for Violence Prevention; and

(2) For Multi-Systemic Therapy (MST):

- (a) Precepts – practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts – practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) General precepts and practices contained in the COS Statewide Manual;
- (b) Feedback from designated COS statewide Quality Assurance Specialist in on-going consultation and site visits; and

(4) Family Integrated Transitions (FIT):

- (a) Precepts/practices of FIT contained in University of Washington Program Manual; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.
- (c) Clinical guidance as supplied by the University of Washington.

(5) Education and Employment Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual.
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits; and

f. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. Quality & Outcomes Measures

The quality & outcome measures below only apply to Juvenile Court CMAP, EBPs and Promising Programs, which are described in Exhibit B: Statement of Work – Juvenile Block Grant. The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures:

Case Management Assessment Process (CMAP) – Quality Assurance Specialist

Goal	Probation staff will have regular access to a certified CMAP Quality Assurance Specialist
Metric	All juvenile courts will have a certified CMAP QAS, or access to one. Court has a certified CMAP QAS or access to one (100%)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Case Management Assessment Process (CMAP) – Stage 1 Certification

Goal	Probation staff administering the risk/need assessment will be trained and certified in Stage 1 (Mapping) of CMAP.
Metric	All probation staff administering the risk/need assessment will be certified in Stage 1 (Mapping) of CMAP. 3 of 3 probation staff (100%) are certified in Stage 1 (Mapping)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.

Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Promising Program Quality Assurance – Alternative Choice Training (ACT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	ACT quality assurance standards include fidelity and competency rating standards for ACT trainers. 1 ACT trainers are providing services, and 1 have a fidelity rating of 2.0, and 1 have a competency rating of 2.0. All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Target	All ACT trainers have a fidelity rating of 2.0, and a competency rating of 2.0; All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Reporting Requirement	The statewide ACT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal. Based on a three-year average (SFY20-22), the following are the established baseline program completion rates for your court: ACT: 100.0%
Target	Statewide Averages: ACT: 68.8% All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY 2024/25", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to the Juvenile Court Programs Administrator and their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY 2024/25". The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

- b. The Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) reimbursement rates for treatment shall be based on the approved Managed Care Organization (MCO) reimbursement rates for treatment. The Juvenile Rehabilitation suggests that the court's request and receive a copy of the approved MCO reimbursement rates for treatment.
- c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDMHDA sentences that exceed 12 months active supervision. UNLESS the offense date of an additional CDMHDA sentence occurs after the termination date of the preceding CDMHDA disposition OR the youth begins as a CDMHDA Local Sanction and then is sentenced to CDMHDA Committable for a new offense.

a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:

- (1) Required sentencing worksheets and Disposition Orders for SSODA, CDMHDA, and SDA Committable youth;

(2) Monthly Program Updates for each Evidence Based Program and Promising Program.

(3) Roster Reports for local sanction and committable youth for all Disposition Alternatives, and

(4) Monthly Business Intelligence Tool (BIT) Summary Report for evidence-based programs.

- b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.
- c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.
- d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA, CDMHDA, or SDA.
- e. Costs incurred for supervision of youth on a SSODA, CDMHDA, or SDA may be billed for the actual time spent providing supervision at the rate of the probation counselor providing the supervision.
- f. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200, for SSODA, CDMHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds.
- g. For SSODA, CDMHDA, and SDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.
- h. Reimbursement for SSODA expenses may be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.
- i. For CDMHDA programs, a chemical dependency inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.
- j. For CDMHDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.
- k. For CDMHDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDMHDA status.
- l. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs shall remain with the agency providing services paid under this contract, include discrete, assignable activities, and cost necessary for overall management and support of a program.
- m. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

7. **Racial and Ethnic Disparity Reporting**

- a. Juvenile Courts shall continue to build on work to address Racial and Ethnic Disparities (RED) as it relates to RCW 13.06.050. This RCW applies to conditions for counties to receive state funds and includes a requirement to annually review and analyze racial disproportionality information.
- b. Juvenile Courts shall review their own data and processes to see if barriers are present regarding equity in access to juvenile court services. Juvenile Courts will identify areas in need of improvement. They will then create and implement an action-oriented plan to include strategies that will result in measurable improvements of the identified inequities in the Response to Application.

8. **Items Incorporated by Reference**

- a. County Juvenile Court Pass through Distribution SFY 2024 – 2025
- b. Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;
- c. Consolidated Juvenile Services Programs: Chapter 110-710 WAC;
- d. RCW's 13.06; 13.40.162; 13.40.165; 71.24.615; 13.40.500;
- e. Juvenile Offender Sentencing Standards (13.40.0357); and
- f. Juvenile Risk Level Classification Process and Contact Information.

9. **JR Program Contact Information**

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation
1500 Jefferson St. SE 98504-4570
360.480-1194
cory.redman@dcyf.wa.gov

STATEMENT OF WORK

Detention Services

1. Purpose

To provide secure detention services to youth pending transportation to a JR residential facility that are:
1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

(a) Make direct contact with the JR designated staff of commitment

(b) Provide and make available to JR with the following information for each youth committed to JR:

i. Court Order

ii. Complete JR Sentencing Worksheet

iii. Information necessary to successfully transition the youth, including contact information for the youth's parents/guardian.

(c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received on business days after 4:00 pm).

(2) Make available the following information for each youth committed to JR:

(a) Information to the Court on the Offense

(b) Police Reports on the Offense

(c) Victim Witness Interviews (when completed for sex offenders)

(d) Previous Reports to the Court (if available)

(e) Incidents Reports from Current Detention Stays (if applicable)

(f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of \$150.00 per day, per youth for detention services. The Contractor shall be guaranteed the first day of detention services.

- a. For youth who **are** committed to the State, Billable days will be those days that the youth spends the night in the **detention** facility providing:
 - (1) JR staff is **notified** and receives the required information identified in 2.a. above and shall end upon release of the youth to a JR staff's custody;
 - (2) Notification **and** receipt of required information received on business days prior to 4:00 pm is billable; and
 - (3) However, **not**ification and receipt of required information received after 4:00 pm Friday through the weekend **is** not billable until the following Monday (excluding holidays).
- b. For youth who **are** on parole revocation or a community facility transfer due to threats to health or safety of others, **Billable** days will be those days that the youth spends the night in the detention facility.
- c. Medical Cost of **JR** Detained Youth
 - (1) In addition to **the** per day bed rate, JR shall be responsible for medical costs other than the **routine medical** attention provided **in detention** incurred by the County. Except for emergency health care **JR** shall not pay for **non-routine** medical care unless the County obtains pre-approval from **JR** that the care is necessary.
 - (2) JR shall be **responsible** for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County **will** coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

- a. Name of youth;
- b. Date of admission to detention;
- c. Date and time of **release** from detention; and
- d. Number of billable days.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week and **AUG 29 2023**)

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: 8.21.2023

REGULAR AGENDA ☒ Meeting Date: 8.29.2023

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

Item Summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 10912.23.004

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other:

Documents exempt from public disclosure are attached: ☐

Executive summary: 2023 Tourism Enhancement Grant is an OPVB reimbursable grant that supplements existing fair funding on marketing and advertising.

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 will reimburse for fair advertising expenses. A Budget Change is in process.

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

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Don Crawford

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

Date submitted: 8.9.2023

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

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



PO Box 670
Port Angeles WA 98362
360-452-8552
info@OlympicPeninsula.org
www.OlympicPeninsula.org

June 26, 2023

Don Crawford
Clallam County Parks, Fair, and Facilities
223 E 4th St Ste. 7
Port Angeles, WA 98363

Dear Don,

Congratulations! The Olympic Peninsula Visitor Bureau Board has approved partial funding of your request for the 2023 Tourism Enhancement Grant in the amount of \$6,000 for the marketing and advertising of the Clallam County Fair.

Please carefully review the guidelines outlined in the agreement letter, submitted for your signature along with this award letter. Once you have verified that all information presented in the agreement is correct, please sign both copies and return them to the OPVB office. Our Executive Director, Marsha Massey, will countersign both copies and we will return one to you for your records.

Should you have any questions or require any clarification on your grant award, please do not hesitate to reach out to our office via phone or email at any time.

Sincerely,

Aimee Conkle
Office Manager



PO Box 670
Port Angeles WA 98362
360-452-8552
info@OlympicPeninsula.org
www.OlympicPeninsula.org

Review of Tourism Enhancement Grant Requirements / Reimbursement Procedures

(Please review, sign and return.)

This agreement is made between the Olympic Peninsula Visitor Bureau (OPVB) and the Clallam County Parks, Fair, and Facilities Department (Grantee) in confirmation of the 2023 grant award of \$6,000, made by OPVB to Grantee to support the marketing and advertising of the Clallam County Fair to Vancouver Island and the greater Canadian market.

This agreement shall begin on the date of execution by the OPVB and shall not extend beyond October 3, 2023.

Payment will be made on a reimbursement basis, based on actual documented expenses, not to exceed a total amount of \$6,000. Grantee may request (in writing) an interim partial payment by submitting brief status report of work done to date toward the project's goals, and documentation (invoices, payment receipts) supporting the funds being requested.

All funds received from the OPVB are to be used specifically, once approved, for projects originally outlined in the initial grant application. **The focus of the project scope of work should be aligned with the goal of bringing overnight visitors from 50+ miles away to (unincorporated) Clallam County.**

In accepting these grant funds, the Grantee states that they understand and agree to the following:

- 1) Funding is granted with the understanding that the Olympic Peninsula Visitor Bureau logo with the website address of www.olympicpeninsula.org be used on all materials paid for with Tourism Enhancement Fund monies and links from your website to olympicpeninsula.org when possible. Our logos can be downloaded from the industry page of our website (<https://olympicpeninsula.org/industry/>), or by reaching out to Aimee Conkle at the OPVB office via email at info@olympicpeninsula.org. Prior to advertising implementation or execution, OPVB requires a review / approval of the proposed placement and schedule of the OPVB logo on advertising, brochures, promotional materials, online, digital, or printed materials. OPVB requests that funded events link from your website to OlympicPeninsula.org as well as adding the link to the Lodging page olympicpeninsula.org/lodging/, when possible.

- 2) OPVB may request periodic project updates from Grantee.
- 3) Any changes to the scope of work, or the expected completion date must be communicated in writing in advance to the OPVB.
- 4) Funds must be used, and reimbursement documentation completed and returned within 45 days following completion of the event, or no later than October 3, 2023. Failure to submit final report and reimbursement documentation by the due date may result in forfeiture of grant funds.
- 5) Final project report and reimbursement paperwork must include:
 - Signed and completed Bill Submission and Recap forms (available for download at the above web address).
 - Cover letter requesting reimbursement and outlining how the funds were spent.
 - Copy of advertising along with brochure, rack card, poster, if applicable.
 - List of other agencies' funding and amount granted, and invoices paid for.
 - Required event/project metrics.
 - Documentation in the form of an itemized invoice/receipt from the vendor/supplier for which the funds were spent during the grant project. Invoices/receipts must contain the name of the vendor/supplier and may not be a generic receipt from a receipt book. Either a canceled check paid to the vendor/supplier or a signature/title of person receiving payment must accompany the invoice/receipt.

The parties have signed this agreement in duplicate and one counterpart each has been delivered to the OPVB and the Grantee.

OLYMPIC PENINSULA VISITOR BUREAU

By: Marsha Massey

Title: Executive Director

Signature: _____

Date: _____

Olympic Peninsula Visitor Bureau

P.O. Box 670

Port Angeles, WA 98362

(360) 452-8552

Email: Director@olympicpeninsula.org

Clallam County Parks, Fair, and Facilities

By: ~~Don Crawford~~

Title: ~~Executive Director~~

Signature: _____

Date: _____

Clallam County Parks, Fair, and Facilities

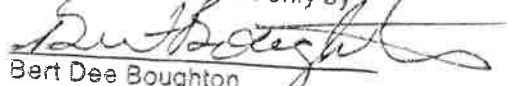
223 E 4th St Ste.7

Port Angeles, WA 98363

(360) 417-2291

Email: Donald.Crawford@clallamcountywa.gov

Approved as to form only by:


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



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2/2/23

AGENDA ITEM SUMMARY

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: 2.21.2023

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: OPVB Grant Application

Documents exempt from public disclosure are attached: ☐

Executive summary:

OPVB 2023 Tourism Grant Application

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 impact

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

Sign Application

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

Name of Employee/Stakeholder attending meeting:

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

Date submitted:

* 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)

5
2/21/23

Clallam County

Grant Application Information

DEPARTMENT: Parks, Fair, & Facilities

DATE SUBMITTED TO W/S: 2.15.2023

GRANT NAME:

APPLICATION DEADLINE: March 7th 2023

OPVB 2023 Tourism Enhancement Grant

ISSUING AGENCY: OPVB

IS THIS A RENEWAL? No

LENGTH OF GRANT: One Year

RENEWAL POSSIBLE? No

TOTAL AWARD: \$7,500

ANNUAL AMOUNT : \$7,500

MATCH REQUIRED? No

MATCH AMOUNT: N/A

DESCRIPTION OF GRANT AND PURPOSE:

Support Advertising of County Fair

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

Generate increased revenue to minimize county operational funding

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

Yes

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

Increases existing service

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

Attendance Tracking of 2023 Fair

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

No

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

N/A

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

N/A

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

N/A

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

Yes

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

No Negative Impacts

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

No

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

No

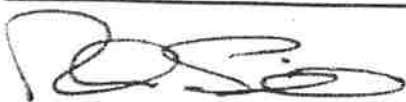
WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

The County will need to follow the formal acceptance process to allocate for the revenue and expense.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE



Rich Sill, ADMINISTRATOR

APPROVAL

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

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AUG 29 2023



AGENDA ITEM SUMMARY

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: 8.21.2023**

REGULAR AGENDA ☒ **Meeting Date: 8.29.2023**

Required originals approved and attached? ☐

Will be provided on:

Item Summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 305-23-005 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other: |

Documents exempt from public disclosure are attached: ☐

Executive summary: RCO NCLI TIER 1 (No Child Left Inside TIER 1) is a \$25,000 reimbursable grant that provides both capital improvements at Camp David Jr., i.e., replacement of 10-12 1980's vintage canoes AND provides program support to improve aquatic safety at the camp.

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 will reimburse for expenses related to an existing Capital project- Camp David Jr. Repair & Improvement. A Budget Change is in process.

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

Please sign the grant agreement.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Don Crawford

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

Date submitted: 8.9.2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda item summary NCLI TIER 1 (RCO No Child Left Inside TIER 1)
 ** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Project Sponsor:**Project Number:****Project Title:****Approval Date:**

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the State Parks & Recreation Commission (SP or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties.

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

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

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Education and Recreation Account of the State of Washington. The grant has been awarded by the Director of State Parks subject to this Agreement and shall be administered by the RCO per the authority granted the Director of RCO in RCW 79A.25.020, and the Interagency Agreement Between the State of Washington Recreation and Conservation Office and Washington State Parks and Recreation Commission (RCO IAA No. 21-02, Parks No. IA 921-001).

DESCRIPTION OF PROJECT**PERIOD OF PERFORMANCE**

The period of performance begins on July 1, 2023 (project start date) and ends on June 30, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The period of performance shall not extend beyond June 30, 2025.

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

All of the supplies and equipment purchased with project funds under this Agreement shall be retained by sponsor and used for similar uses, or otherwise disposed of per the TREATMENT OF EQUIPMENT AND ASSETS section, or as approved by RCO. This obligation shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$25,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - No Child Left Inside Tier 1	100.00%	\$25,000.00	State
Total Project Cost	100.00%	\$25,000.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved 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 of the Recreation and Conservation Office.

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.

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 policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that 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.

For the purpose of this Agreement, WAC 352.80 shall apply as terms of this Agreement; provided, where a WAC refers to a funding board's responsibility and/or authority, the RCO director shall have that role and/or authority.

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

- No Child Left Inside (NCLI) - Manual 23
- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

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:

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

This Agreement, for project , 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 the PERIOD OF PERFORMANCE section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

By: _____

Date: _____

Name (printed): _____

Title: _____



Approved as to Form
Deputy Prosecutor

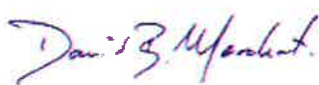
State of Washington, Washington State Parks and Recreation Commission
Acting through the Recreation and Conservation Office

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____

Date: 06/01/2021

Assistant Attorney General

Project Sponsor:

Project Number:

Project Title:

Approval Date:

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Education Metrics

Worksite #1, Washington State Parks Boating Program

Outdoor Program Equipment

Purchase educational program equipment

Describe and quantify the outdoor program equipment being purchased :

Youth Outdoor Programs

Implement Youth Outdoor Program

Number of youth served in this program:

Number of hours each participant will spend outside:

Total number of hours of youth outdoor programming provided by this project:

Project Sponsor:

Project Number:

Project Title:

Approval Date:

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2023	
	Progress Report Due	12/31/2023	
	Progress Report Due	06/30/2024	
	Annual Project Billing Due	06/30/2024	
	Progress Report Due	12/31/2024	
	Final Billing Due	06/30/2025	
	Final Report	06/30/2025	
	Agreement End Date	06/30/2025	

Project Sponsor:

Project Number:

Project Title:

Approval Date:

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 04/18/2022.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

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

applicable manual(s) -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

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.

child abuse or neglect - The injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, and safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.

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

corporal punishment - Any act that willfully inflicts or causes the infliction of physical pain on a child.

critical injury - a serious injury that places life in jeopardy, typically involves a person that is unconsciousness, experienced a significant loss of blood, an acute fracture or amputation of a leg or arm, burns over a major portion of the body, loss of sight or other significant losses that require immediate medical attention in a hospital or by a qualified medical practitioner.

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

DSHS – Washington State Department of Social and Health Services

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

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

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

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

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.

Minor (minors) – a child (children). A person or persons under the age of 18.

Office – Means the Recreation and Conservation Office or RCO.

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

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

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. 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.

program participant – persons taking part in programs, or being served by; the sponsor, contractor, subcontractor, or its assigns; under the terms of this Agreement.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

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

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

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

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

regulation – any federal, state, or local regulation, rule, or ordinance.

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.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

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 or primary sponsor – The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.

subcontractor – An entity that receives a contract from a contractor.

State – the government of the State of Washington to include all its departments, agencies, offices, boards and commissions.

State Parks – The operating arm of the Washington State Parks and Recreation Commission, that is responsible for implementation of commission programs established pursuant to statute or policy. Also includes the Washington State Parks and Recreation Commission.

vulnerable adult – a person over the age of 18 who has the functional, mental, or physical inability to care for himself or herself; or has a developmental disability, or has been admitted to any facility or is receiving services from home care agencies licensed or required to be licensed under RCW 70.127, or receiving services from an individual provider; or who self-directs his or her own care and receives services from a personal aide under chapter RCW 74.39, or any combination of or all of the above.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the

RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

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

ASSIGNMENT

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

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project 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.

INDEMNIFICATION FOR STATE AGENCY SPONSORS

Each party to the agreement shall be responsible for its own action or inactions.

Sponsor shall indemnify and hold harmless the RCO, to the extent allowed by law, in all matters pertaining to this agreement and shall defend, indemnify, and hold the RCO 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.

The Sponsor shall also defend, indemnify, and hold the RCO, to the extent allowed by law, 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 RCO, 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 RCO, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the RCO, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the RCO, to the extent allowed by law.

INDEPENDENT CAPACITY OF THE SPONSOR

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

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

CONFLICT OF INTEREST

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

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

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 RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- E. 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."

INSURANCE

The sponsor shall at all times comply with the following insurance requirements.

- A. **Industrial Insurance Coverage.** If required by law, sponsor shall provide or purchase industrial insurance coverage for themselves and their employees as required by Labor and Industries prior to performing work under this Agreement. Any and all claims that might arise under the Workmen's Compensation Act on behalf of the sponsor or other persons while engaged in the performance of the duties and services contemplated and any and all claims that might be made by a third person as a result of any act or failure to act, shall be the sponsor's sole obligation. RCO will not be responsible for payment of industrial premiums or for any other claim or benefit for sponsor, or any sponsor employee, volunteer, contractor or subcontractor, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Sponsor, or any sponsor employee, volunteer, contractor or subcontractor are not employees of RCO or State Parks.

- B. **General Liability Insurance.** The sponsor shall maintain General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Agreement, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.
- C. **Other Insurance.** Sponsor shall maintain automobile insurance on all vehicles used to transport staff, volunteers, and program participants, including vehicles hired by the sponsor or owned by the sponsor's employees, contractors, subcontractors, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. In addition, sponsor shall ensure that sponsor, its employees, contractors, or volunteers who use vehicles to transport program participants or deliver services have automobile insurance that covers passengers and driver, and current driver's licenses.
- D. **Evidence of Coverage.** The sponsor shall, upon request by RCO or any other state of Washington agency, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required.
- E. **General.** By requiring insurance, the RCO does not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the sponsor from liability in excess of the required coverage and limits and shall not limit the sponsor's liability under the indemnities and reimbursements granted to the State of Washington.

F. **For Self-Insured Sponsors**

State Governments: The sponsor, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the sponsor and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein.

PARTICIPANT HEALTH, SAFETY, AND WELFARE

- A. **Health and Safety.** Sponsor shall perform any and all of its obligations under this Agreement in a manner that does not unduly compromise the health and safety of any program participant.
- B. **First Aid and CPR.** Sponsor and all sponsor employees, contractors, and subcontractors accompanying program participants shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- C. **Background Checks.** Sponsor and all sponsor employees, volunteers, contractors, and subcontractors; and all prospective sponsor employees, volunteers, contractors, and subcontractors who may have unsupervised access to a minor (child, children) or a vulnerable adult served under this Agreement or other persons having access to program participants, shall have a criminal history background check pursuant to RCW 43 and WAC 388, prior to providing services under the terms of this Agreement. These background checks will be done through the Washington state patrol criminal identification section and may include a national check from the federal bureau of investigation, which shall be through the submission of fingerprints. Sponsor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by or required by any local, state, or federal agency, or law or regulation.
- D. **Corporal Punishment Prohibited.** Corporal punishment of program participants is prohibited.
- E. **Program Participants' Personal Information and Confidentiality.** Sponsor shall protect and maintain all program participants' personal and confidential information obtained under this agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the sponsor to employ reasonable security measures, which include restricting access to the personal and confidential information to persons and organizations that need the information to perform essential duties under this Agreement. The compromise of personal or confidential information must be reported to the program participant (or guardian thereof if a minor) within one (1) business day of discovery. Sponsor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
- F. **Publishing and Distribution of Photographs and Video.** Any photographs or videos of program participants may only be published, distributed, or otherwise made available to the public if the program participants therein, have given written consent. For minors, only his or her legal guardian may give such consent.
- G. **Smoking, Drugs and Alcohol Prohibited in Presence of Youth.** Smoking, (including the use of e-cigarettes), consumption of alcohol or other drugs by sponsor, sponsor employees, volunteers, contractors and subcontractors in the presence of youth is prohibited.
- H. **Notifications.** Sponsor must immediately notify RCO if any of the following occurs in connection with the services provided under the terms of this Agreement:

- 1) Death of sponsor employee, volunteer, or program participant.
 - 2) Critical injury to a program participant.
- I. **Safety Plan.** Sponsor shall have and follow a safety plan during the period performance of this agreement.
- J. **Mandated Reporter Training.** Sponsor shall ensure that sponsor, sponsor's employees and volunteers, and contractors and subcontractors who are legally required to report child abuse or neglect (RCW 26.44.030), read and/or view the materials in DSHS's Mandated Reporter Toolkit prior to having access to children. After reading and reviewing the materials, all persons shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The sponsor shall retain the signed statement in each individual's personnel file. The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>
- K. **Transportation of Children.** The sponsor shall only provide transportation that is safe, reliable, and in conformance with local, state, and federal laws. Specifically, and in addition:
- 1) Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a background check.
 - 2) Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Agreement. Current child passenger restraint requirements may be accessed at <http://www.800bucklup.org/>.
 - 3) Motor vehicle is maintained in safe operating condition.
 - 4) Number of passengers does not exceed the seating capacity of the motor vehicle.
 - 5) Motor vehicle is equipped with the required safety devices and seat belts, which shall be used as required by law.
- L. The sponsor shall ensure that no transportation of program participants occurs unless an auto insurance policy that covers the transportation of them is in effect.
- M. **Investigations of Sponsor or Related Personnel.** RCO reserves the right in its sole discretion, without prior notice to sponsor, to suspend or terminate this agreement if the sponsor, or any partner, officer or director of the sponsor, volunteer, or a contractor or subcontractor is investigated by DSHS or any local, county, state or federal agency and that investigation identifies a matter or condition that, if ultimately established, would potentially:
- 1) Result in a conviction for violating a local, state or federal law, or
 - 2) In the sole judgment of RCO, adversely affect the delivery of services under this agreement or compromise the health, safety, or welfare of program participants.
- N. **Compliance Sponsor's Sole Responsibility.** It is sponsor's sole responsibility to ensure that the above requirements A-K are fully complied with. The RCO does not assume any responsibility to ensure or review such compliance.

RECORDS

- A. **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 the PROJECT REIMBURSEMENTS section. 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.
- B. **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.
- C. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor

agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such 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.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **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, RCO may terminate the Agreement under the Non Availability of Funds clause in the TERMINATION Section.
- C. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. 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 the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **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) A final project report is submitted to and accepted by RCO;
 - 3) Any other required documents and media are complete and submitted to RCO;
 - 4) A final reimbursement request is submitted to RCO;
 - 5) The completed project has been accepted by RCO;
 - 6) Final amendments have been processed;
 - 7) Fiscal transactions are complete.
- E. **Sources of Eligible Match.** Applicant resources used to match grant funds must be eligible in the grant program.

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.

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.

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.

INCOME (AND FEES) AND USE OF INCOME

Any fees charged must be consistent with the value of any service(s) furnished, value of any opportunities furnished; and prevailing range of similar programs by similar providers.

RIGHTS IN DATA

Copyright in all material created by sponsor and paid for under the terms of this agreement shall be the property of the State of Washington. Both the State of Washington and sponsor may use these materials, and permit others to use them, for any purpose consistent with their respective missions. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Sponsor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant), a perpetual, unrestricted, royalty free, non-exclusive license to the State of Washington to use any such materials.

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. **Direct Buy Purchases (RCW 39.26.125).** Sponsor is not required to have a competitive process for procurement of goods and services if the item or service purchased is \$10,000 or less (not including tax). Sponsor may also directly buy an item of service from up to \$13,000 (not including tax) if the supplier is a microbusiness, minibusiness, or small

business as defined in RCW 39.26.010.

- C. **Discrimination.** Sponsor purchases must comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

TREATMENT OF EQUIPMENT AND ASSETS

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

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The sponsor shall provide the RCO, or any of its staff, officers, or delegates access to its facility and its programs, at all reasonable times, in order to monitor and evaluate performance and compliance under this Agreement.

ACKNOWLEDGMENT AND SIGNS

The sponsor shall include language that acknowledges the funding contribution of the No Child Left Inside grant program in its publications and marketing materials and portals. This acknowledgement shall be accompanied by the State Parks and RCO logo.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

Long-Term Obligations. Sponsor shall comply with the terms of this Agreement.

PROGRAMS OPEN TO THE PUBLIC

All potential program participants must have an equal opportunity to participate in opportunities and programs provided under the terms of this Agreement. If membership is required to participate in a program or opportunity, membership must be open to the general public.

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.

FINAL REPORT

Sponsor shall provide to the Recreation and Conservation Office a final report on the program's accomplishment within 30 days of receiving its final reimbursement payment. The report shall be in the format prescribed by RCO.

ORDER OF PRECEDENCE

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

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.
- H. RCO policies

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.

WAIVER OF DEFAULT

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

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SPECIFIC PERFORMANCE

RCO may 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 RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

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

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 - 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. Rights 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 director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent 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.

DISPUTE HEARING

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

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

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

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

The parties shall be bound by the 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.

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.

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.

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.

3
8/8/22

Clallam County Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities** DATE SUBMITTED TO W/S: **8.8.22**
GRANT NAME: **RCO "No Child Left Inside" #1** APPLICATION DEADLINE: **11.01.2022**
ISSUING AGENCY: **Washington State Parks and Recreation** IS THIS A RENEWAL? **No**
LENGTH OF GRANT: **1-year** RENEWAL POSSIBLE? **No**
TOTAL AWARD: **\$25,000** ANNUAL AMOUNT: **N/A**
MATCH REQUIRED? **0%** MATCH AMOUNT: **\$0.00**

DESCRIPTION OF GRANT AND PURPOSE:

Replace approximately 10 ea 1980s's vintage canoes at Camp David Jr.
[No Child Left Inside - Recreation and Conservation Office \(wa.gov\)](#)

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

Continue to provide recreational amenities for users of Camp David Jr

**DOES THE LONG-CREATIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS?
HAS IT BEEN A PARLONG-TERM TERM DEPARTMENT OR COUNTY GOALS?**

Yes. It allows the Department to maintain service levels

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

The existing canoes are beyond reasonable repair and must be disposed of. New canoes will allow the camp to maintain service levels.

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

A successful grant submission will allow the county to continue to provide the amenity.

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

Repair and maintenance costs will be reduced for 3-5 years.

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

N/A

**WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN
DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH
ADDITIONAL IMPACTS?**

N/A

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

N/A

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

Yes

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

The canoes will need to be replaced by 2024.

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

N/A

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

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

N/A

OTHER COMMENTS

This grant provides a simple, cost-effective way to maintain current services by replacing obsolete assets.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE



Rich Sill, ADMINISTRATOR

APPROVAL

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



2h

AGENDA ITEM SUMMARY

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

Department: Public Works

AUG 29 2023

WORK SESSION ☒ Meeting Date: August 21, 2023

REGULAR AGENDA ☒ Meeting Date: August 29, 2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 30805-23-001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County has been awarded two grants for rural broadband infrastructure improvements covering part of the geographic area generally west of Lairds Corner and extending west of Joyce as shown on the attached project map. The County has requested the Public Utility District #1 of Clallam County ("District") to provide grant management and professional services to manage the two grant awards to completion. The District, in partnership with NOANet, has experience and expertise in broadband grant and shovel-ready design development. The District will lead work in work areas that include, but not limited to: route development, engineering and permitting, stakeholder meetings, construction management, Internet Service Provider (ISP) relationship management, grant compliance, and project management.

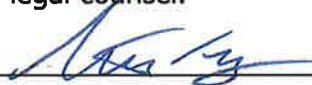
Attached is a Draft Interlocal Agreement for this project partnership and grant management and professional services to be provided by the District.

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

The scope of work provided by the District and NOANet would be funded by the two grants and the County committed ARPA grant match.

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

Approve the ILA. The ILA has been reviewed by legal counsel.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: 08-16-23

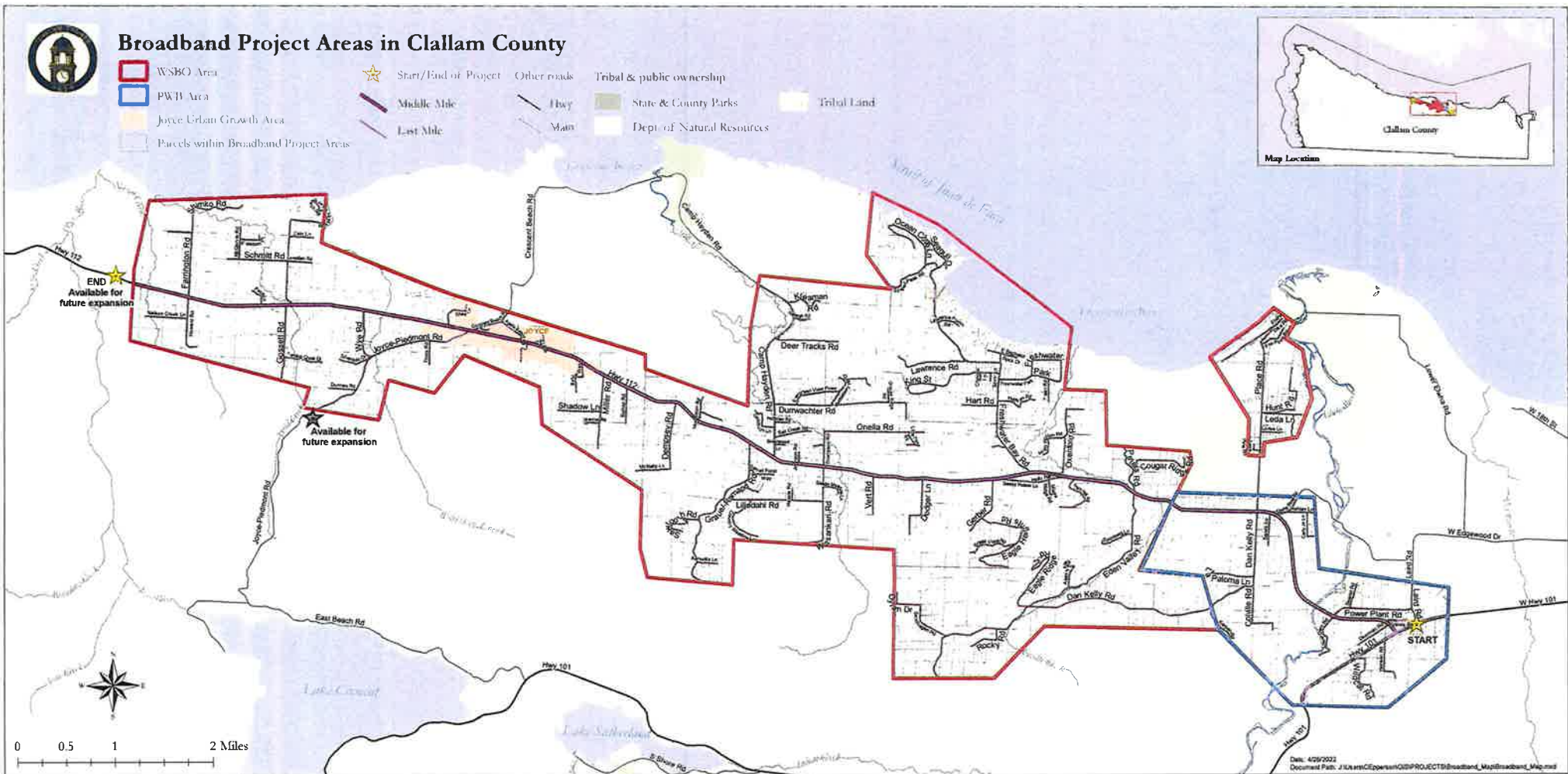
- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

BOCCAgenda_ILA (8-21-23)
Revised: 3-04-2019



Broadband Project Areas in Clallam County

- WSBO Area
- PWJ Area
- Joyce Urban Growth Area
- Parcels within Broadband Project Areas
- Start/End of Project
- Middle Mile
- Last Mile
- Other roads
- Highway
- Main
- Tribal & public ownership
- State & County Parks
- Dept. of Natural Resources
- Tribal Land



Date: 4/29/2022
Document Path: J:\Users\CEpperson\GIS\PROJECTS\Broadband_Map\Broadband_Map.mxd

30805-23-001



**INTERLOCAL AGREEMENT BETWEEN
CLALLAM COUNTY
AND
PUD #1 OF CLALLAM COUNTY
FOR GRANT MANAGEMENT AND PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into by and between Public Utility District No.1 of Clallam County, hereinafter referred to as "DISTRICT", and Clallam County, hereinafter referred to as the "COUNTY", for the express purposes set forth in the following provisions of this contract.

WHEREAS, the purpose of this AGREEMENT is to detail the provision of grant management and specialized services by the DISTRICT to the COUNTY as described below.

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

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF WORK

- A. EXHIBIT A contains the *General Definitions, Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between DISTRICT and the COUNTY, and specific obligations of both parties.
- B. The DISTRICT shall provide grant management and special services to the COUNTY for their awarded Public Works Board (PWB) and Washington State Broadband Office (WSBO) grants in accordance with the attached *Proposed Scope of Work for Grant Management and Professional Services* (EXHIBIT B).

II. PERIOD OF PERFORMANCE

- A. Subject to other contract provisions, the period of performance under this contract will be from May 1, 2023 through **December 31, 2026**, unless sooner terminated as provided herein.

III. RIGHTS AND OBLIGATIONS

- A. All rights and obligations of the parties to this contract shall be subject to and governed by the special terms and conditions contained in the text of this contract instrument and the ***General Definitions, Terms and Conditions*** (EXHIBIT A).

IV. COMPENSATION AND PAYMENT

- A. **Compensation.** In consideration of the grant management and professional services of broadband infrastructure projects to be performed by DISTRICT, the COUNTY agrees to pay DISTRICT as a fee for the cost of grant management implementation, and other professional services as needed including engineering, permitting, and other associated requirements and in consideration for the work (the "Project"), at the hourly utility rates defined in SCHEDULE A. NOTE: Schedule A may change as commissioner approvals for salary ranges change. Payment shall be made to DISTRICT. Accordingly, DISTRICT is obligated to render the services for the amount of the fee will extend until the work is completed in accordance with the scope of the Project outlined by the DISTRICT and is solely responsible for and has sufficient funds to complete any elements of the project in excess of the fee.
- B. **Expenses.** COUNTY will reimburse the DISTRICT for all reasonable and necessary expenses incurred in connection with this agreement at the rates established in SCHEDULE A. DISTRICT will keep all receipts and other records of DISTRICT expenses. DISTRICT will include with each invoice an invoice number and the receipts or other records reasonably detailing each expense in the invoice.
- C. **Time and Method of Payment.** Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to COUNTY by the DISTRICT. The invoices shall describe and document to COUNTY's satisfaction, a description of the work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to. Payment shall be considered timely if made by COUNTY within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the DISTRICT. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the DISTRICT for services rendered if the DISTRICT fails to satisfactorily comply with any term or condition of this contract. Any disputes concerning such termination shall be resolved through the dispute resolution procedure specified in Exhibit A.

V. CONTRACT REPRESENTATIVES

- A. COUNTY's representative on this contract shall be Steve Gray, who shall be responsible for monitoring the performance of the DISTRICT, the approval of actions by the DISTRICT, the approval for payment of billings and expenses submitted by the DISTRICT, and the acceptance of any reports by the DISTRICT.
- B. The DISTRICT's representative on this contract shall be Shawn Delplain, who will be the contact person for all communications regarding the conduct of work under this contract.

VI. INTERPRETATION OF CONTRACT

- A. **Order of Precedence.** In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - 1. Applicable Federal and state of Washington statutes and regulations
 - 2. Terms and conditions as contained in this contract instrument
 - 3. EXHIBIT A – *General Definitions, Terms and Conditions*
 - 4. EXHIBIT B – *Proposed Scope of Work for Grant Management and Professional Services*
 - 5. Any other provision, term, or material incorporated herein by reference or otherwise incorporate.
- B. **Entire Agreement.** This contract including referenced attachments represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- C. **Conformance.** If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- D. **Approval.** This contract shall be subject to the written approval of COUNTY's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the contract.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

PUD NO. 1 OF CLALLAM COUNTY

Shawn Delplain
104 Hooker Rd
Sequim, WA 98324
(360) 452-9771

Signature: _____

Name: Shawn Delplain

Title: Broadband Manager

Date: _____

EXHIBIT A

GENERAL DEFINITIONS, TERMS AND CONDITIONS

- I. DEFINITIONS.** As used throughout this contract, the following terms shall have the meaning set forth below:
- A. "DISTRICT" shall mean Public Utility District No. 1 of Clallam County, Washington.
 - B. "COUNTY" shall mean Clallam County, Washington
 - C. "CONTRACTOR" shall mean the individual or entity performing services under this contract.
For purposes of this specific AGREEMENT, "CONTRACTOR" refers to the DISTRICT.
 - D. "PARTIES" shall mean the DISTRICT and the COUNTY collectively.
- II. TERMS**
- A. **CONTRACTOR Not an Employee of COUNTY.** The CONTRACTOR performing under this contract is not an employee or agent of COUNTY. The CONTRACTOR will not hold himself out as nor claim to be an officer or employee of COUNTY by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to an employee of COUNTY.
 - B. **Non-discrimination.** During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.
 - C. **Non-compliance with Non-discrimination Laws.** In the event of the CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with COUNTY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
 - D. **Sub-contracting.** The DISTRICT shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COUNTY. Approval by the COUNTY of subcontractors shall not be unreasonably withheld.
 - E. **Indemnity.** Except to the extent any liability is solely attributable to the negligence or intentional acts of COUNTY, CONTRACTOR shall hold harmless and indemnify the COUNTY, its officers, employees, successors and assigns against any and all damages and/or losses arising out of CONTRACTOR's use of, or presence or activity in, the facilities, including those arising out of the use

or operation of equipment or facilities or as a result of the conduct of CONTRACTOR's programs, or from the conduct of CONTRACTOR's employees or agents, or damages or vandalism to facilities by third parties contracted or participating in CONTRACTOR's programs, events or activities.

- F. **Liability Insurance.** CONTRACTOR shall obtain and keep in force during the term of this Agreement Commercial General Liability insurance for bodily injury, death and property damage in the minimum amount of \$1 million per occurrence, listing COUNTY as an additional insured with respect, and shall obtain and keep in force during the term of this Agreement Professional liability insurance in the minimum amount of \$1 million per occurrence.
- G. **Automobile Insurance.** CONTRACTOR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against COUNTY for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- H. **Industrial Insurance Coverage.** CONTRACTOR shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. COUNTY will not be responsible for payment of industrial premiums or for any other claim or benefit for CONTRACTOR, or any subcontractor or employee of CONTRACTOR, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. CONTRACTOR, its employees and agents performing under this contract, are not employees of COUNTY. CONTRACTOR shall provide to COUNTY; a certificate evidencing all such insurance coverage and shall provide 30 days written notice prior to any changes in the amount of cancellation of said policy.
- I. **Covenant Against Contingent Fees.** The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the CONTRACTOR for the purpose of securing business. COUNTY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

J. Conflict of Interest. COUNTY may, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the COUNTY that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under, this contract. In the event this contract is terminated as provided above, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

K. Treatment of Assets:

1. Title to all property furnished by COUNTY shall remain in COUNTY. 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 COUNTY 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 COUNTY upon:
 - a. Issuance for use of such property in the performance of this contract; or
 - b. Reimbursement of the cost thereof by COUNTY in whole or in part, whichever first occurs.
2. Any property of COUNTY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by COUNTY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of COUNTY which results from the negligence to 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.
4. Upon loss or destruction of, or damage to, any COUNTY property, the CONTRACTOR shall notify COUNTY thereof and shall take all reasonable steps to protect that property from further damage.
5. The CONTRACTOR shall surrender to COUNTY all property of COUNTY prior to settlement upon completion, termination or cancellation of this contract.

- L. **Non-assignability.** Neither this contract, nor any claim arising under this contract, shall be transferred as assigned by the CONTRACTOR.
- M. **Records, Documents, and Reports.** The CONTRACTOR shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable time to inspection, review, or audit by personnel duly authorized by COUNTY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The CONTRACTOR will retain all books, records, documents, and other materials relevant to this contract for six years after settlement and make them available for inspection by persons authorized under this provision.
- N. **Right of Inspection.** The CONTRACTOR shall provide right of access to its facilities to COUNTY, 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 time, to the extent necessary to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
- O. **Safeguarding Information.** The use or disclosure by any party of any information concerning COUNTY for any purpose not directly connected with the administration of COUNTY's or the CONTRACTOR's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of COUNTY.
- P. **Rights in Data:**
1. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by COUNTY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent register and the ability to transfer these rights.
 2. Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to COUNTY with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the CONTRACTOR has a right to grant such a license. The CONTRACTOR shall exert all reasonable effort to advise COUNTY, at

the time of delivery of data 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. COUNTY shall receive prompt written notice of each notice or claim of copyright infringement received by the CONTRACTOR with respect to any data delivered under this contract. COUNTY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

- Q. **Registration with Department of Revenue.** The CONTRACTOR shall complete registration with the Department of Revenue, Olympia, WA, and be responsible for payment of all taxes due on payments made under this contract.
- R. **Licensing, Accreditation, and Registration.** The PARTIES shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
- S. **Advance Payments Prohibited.** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by COUNTY.
- T. **Savings.** In the event funding is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, COUNTY may terminate the contract under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiations under those new funding limitations and conditions.
- U. **Limitations of Authority.** Any alteration, amendment, modification, or waiver of any clause or condition of this contract shall occur through mutual negotiation and agreement of the General Manager of the DISTRICT and the duly authorized representative of the COUNTY, shall be in writing and signed by both parties, and shall incorporate by reference all terms and conditions of the entire agreement.
- V. **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless mutually agreed to by the PARTIES, stated to be such in writing, signed by the General Manager of the DISTRICT or the duly authorized representative of the COUNTY and attached to the original contract.

W. Changes and Modifications. The DISTRICT may, when reasonably required due to a material change of conditions, by written notification to the COUNTY and without notice to any know guarantor or surety, make changes in the general scope of the services to be performed under the contract, but only to the extent necessitated by the changed conditions. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this clause must be asserted within thirty (30) days from the date of CONTRACTOR's receipt of the notice of such change; Provided, however, that the DISTRICT may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, any dispute concerning any change or modification to the contract as discussed in this paragraph shall not excuse the CONTRACTOR from proceeding with the contract as changed.

X. Disputes. Except as otherwise provided in this contract, when a bona fide dispute arises between COUNTY and the CONTRACTOR and it cannot be resolved, either party may request a dispute hearing. Disputes shall be resolved through binding arbitration in accordance with AAA Construction Industry Arbitration Rules. This dispute resolution procedure shall be the exclusive remedy of the PARTIES for any dispute arising from this contract. Except to the extent any dispute concerns solely the interpretation of this contract, the substantially prevailing party of any dispute shall be entitled to their actual attorney's fees and costs accrued through the resolution of the dispute. Either party's request for a dispute hearing must be in writing. The parties agree that this dispute process shall replace any right to any action in a judicial or quasi-judicial tribunal, except to the extent necessary to enforce an arbitral award or to challenge the arbitration ruling under the abuse of discretion standard.

Y. Termination for Default. By five (5) days advance written notice the COUNTY may terminate the contract, in whole or in part, for failure of the CONTRACTOR to perform any of the material provisions hereof. After the five (5) day notice period, such notice shall be deemed final. In such event 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; Provided, that if:

1. It is determined for any reason the CONTRACTOR was not in default; or

2. The CONTRACTOR's failure to perform is without CONTRACTOR's fault or negligence, the termination shall be deemed to be a Termination for Convenience. Unless obviated through written agreement by the Parties concerning any termination or default, any such termination or default shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes" and shall be resolved through the dispute resolution procedure stated therein.
- Z. Termination for Convenience.** Except as otherwise provided in this contract, the COUNTY may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of COUNTY. If this contract is terminated, COUNTY shall be liable only for payment in accordance with the terms of this contract for services rendered and reasonable costs related thereto prior to the effective date of termination. Nothing in this paragraph shall preclude either party from disputing any material fact concerning the termination, nor does this paragraph preclude either party from resolving those disputes through the dispute resolution procedures stated herein.
- AA. Termination Procedure.** Upon termination of this contract COUNTY, in addition to any other right provided in this contract, may require the CONTRACTOR to deliver to COUNTY 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.
- BB. Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action to enforce any award arising from the dispute resolution procedure in this contract shall be in Superior Court for the State of Washington Clallam County. The PARTIES by execution of this contract acknowledge the jurisdiction of the courts of the state of Washington in this matter.
- CC. Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

III. CONDITIONS

- A. COUNTY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for
1. Completed work and services accepted by COUNTY: or

2. The amount agreed upon by the CONTRACTOR and COUNTY; or
 - a. Completed work and services for which no separate price is stated;
 - b. Partially completed work and services;
 - c. Other property or services which are accepted by COUNTY; and
 - d. The protection and preservation of property, unless the termination is for default, in which case the General Manager of the DISTRICT shall determine the extent of the liability of COUNTY.
- B. Failure to agree with such a determination shall be a dispute within the meaning of the "Disputes": clause of this contract. COUNTY may withhold from any amount due the CONTRACTOR only such disputed amounts necessary to protect COUNTY against potential loss or liability. Any unreasonable withholding by COUNTY shall entitle CONTRACTOR to reasonable damages as determined through the dispute resolution procedure herein, including actual attorney's fees and costs.
- C. The rights and remedies of the PARTIES 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.
- D. After receipt of a notice of termination, and after such notice is final, and except as otherwise directed by the General Manager of the DISTRICT, the CONTRACTOR shall:
 1. Stop work under the contract on the date, and to the extent specified, in the notice;
 2. Place no further order or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 3. Assign to COUNTY, in the manner, at the times, and to the extent required herein, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the General Manager of the DISTRICT to the extent General Manager of the DISTRICT may require, which approval or ratification shall be final for all the purposes of this clause;
 5. Transfer title to COUNTY and deliver in the manner, at the times, and to the extent directed by the General Manager of the DISTRICT any property which, if the contract had been completed, would have been required to be furnished to COUNTY;
 6. Complete performance of such part of the work as shall not have been terminated by the

COUNTY; and

7. Take such action as may be necessary, or as the General Manager of the DISTRICT 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 COUNTY has or may acquire an interest.
8. Upon completion of the above, submit a final invoice for payment to COUNTY to resolve any outstanding debts and liabilities arising out of this contract known or reasonably identifiable at the time of the submission of the invoice.

END

GENERAL DEFINITIONS, TERMS AND CONDITIONS

EXHIBIT B
**PROPOSED SCOPE OF WORK FOR GRANT
MANAGEMENT AND PROFESSIONAL SERVICES**

- I. The DISTRICT, in partnership with NOANet, has experience and expertise in grant funding and shovel-ready design development for the purposes of Grant Management and Professional Services. As such, this Scope of Work outlines the services.
- II. The COUNTY has been awarded two grants (Exhibits C and D) for broadband infrastructure and has requested DISTRICT support through this *Proposed Scope of Work for Grants Management and Professional Services* to project manage the awards to completion. The two awards are outlined below:
- A. Washington State Broadband Office (WSBO):**
- Award Contract Number 22-96810-002 (Exhibit C)
 - Award Amount: \$16,074,985.00
 - Total Project Cost: \$17,861,094.41
- B. Public Works Board (PWB) Broadband Program:**
- Award Contract Number PBC22-96104-009 (Exhibit D)
 - Award Amount: \$4,525,174.00
 - Total Project Cost: \$4,525,174.00
- III. The DISTRICT will provide support for these awards for the COUNTY, to include, but not limited to – all the necessary functions of grant administration, engineering, implementation, outside plant/construction management, and ISP relationship management of the existing awarded grants as outlined in requirements of their respective grant contracts (Exhibits C and D).
- IV. The DISTRICT will perform all the necessary functions of the Project Plan as required by the COUNTY. The primary categories of the project plan are:
- A. Grant compliance;
 - B. Project management
 - C. Progress meetings with stakeholders;
 - D. Route development;
 - E. Engineering and permitting;
 - F. Request for proposal development;
 - G. Construction management;
 - H. Construction management to end users; and
 - I. Project close-out

END
**PROPOSED SCOPE OF WORK FOR GRANT
MANAGEMENT AND PROFESSIONAL SERVICES**

EXHIBIT C

**WASHINGTON STATE BROADBAND OFFICE
(WSBO) GRANT CONTRACT**



Capital Agreement with

Clallam County

through

Washington State Broadband Office – Infrastructure Acceleration Grant
America Rescue Plan Act, State and Local Fiscal Recovery Funds

For

Clallam County Broadband

Start date: July 1, 2021

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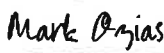
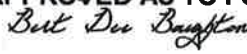
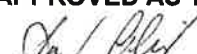
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Contract Number: 22-96810-002

**Washington State Department of Commerce
Local Government Division
State Broadband Office
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee Clallam County 223 E 1 st St. STE 3 Port Angeles, WA 98362		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Steve Gray Transportation Program Manager (360) 417-2290 steve.gray@clallamcountywa.gov		4. COMMERCE Representative Chelsea Bagwell Broadband Infrastructure Specialist (360) 485-3890 Chelsea.bagwell@commerce.wa.gov	
5. Grant Amount \$ 16,074,985.00	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date July 1, 2021	8. End Date June 30, 2025, Contingent on reappropriation; June 30, 2023 if funds are not reappropriated.
9. Federal Funds (as applicable) \$ 16,074,985.00		Federal Agency US Dept. Treasury	
10. SWV # 0000200-19		11. UBI # 054-004-559	13. UNIQUE ENTITY ID # JV6JJNELRBS5
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work. COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, the following documents incorporated herein by reference: Grantee's Application for Funding and the Washington State Broadband Office Infrastructure Acceleration Grants Handbook 21-23 prepared by Commerce.			
FOR GRANTEE DocuSigned by:  EB478730B8B04474 Mark Ozias, Clallam Co Commissioner 12/27/2022 12:03 PM PST Date APPROVED AS TO FORM ONLY  00B83E08E00B4E0 Dee Boughton, Deputy Prosecuting Attorney 12/5/2022 9:57 AM PST Date		FOR COMMERCE DocuSigned by:  90312B049856458 Mark K. Barkley, Assistant Director, Local Government Division 1/3/2023 6:22 AM PST Date APPROVED AS TO FORM ONLY  Sandra Adix Assistant Attorney General August 08, 2022 Date	

DECLARATIONS

CLIENT INFORMATION

Grantee Name: **Clallam County**
Grant Number: **22-96810-002**

PROJECT INFORMATION

Project Name: **Clallam County Broadband**
Project City: **Port Angeles**
Project State: **Washington**
Project Zip Code: **98343, 98363**

GRANT INFORMATION

Grant Amount: **\$ 16,074,985.00**
Local Match: **\$ 1,786,109.41**
Appropriation Number: **ESSB 1080, Section 1086**
Re-appropriation Number (if applicable):
Grant End Date: **June 30, 2023; may be extended up to June 30, 2025, contingent on State and Federal reappropriation**
Biennium: **2021-2023**
Biennium Close Date: **June 30, 2023**
Earliest Date for Reimbursement: **March 3, 2021**
Time of Performance: **In accordance with Special Terms and Conditions Number 4**

FUNDING INFORMATION

Federal Funding: **Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.**
Federal Award Agency: **US Department of Treasury**
Amount of Federal Funds Obligated by this Action: **\$ 16,074,985.00**

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRFP0002

Total amount of the federal award: \$ **16,074,985.00**

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

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

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT 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 Grant.

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

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

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.

b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.

c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the earlier of October 30, 2026 or 30 days prior to the Contract End Date.

d) In the event the grantee can't complete the full scope of work, due to material/supply chain delays, the parties may agree to amend the scope of work.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. Grantee purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. Grantee purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENSES

Grantee 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 Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

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

8. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) can be used (requested in the application or the project data sheet).

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The Grantee can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Grant funds are disbursed on reimbursement basis-only for eligible costs within the approved project's scope of work. Grant funds will be reimbursed and Grantee's matching funds must be expended by Grantee in the amounts and as identified on the Declarations Page.

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 Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

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COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

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 Grantee.

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

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.

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

Disallowed Costs

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

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

10. SUBCONTRACTOR DATA COLLECTION

Grantee 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 Grant performed by subcontractors and the portion of Grant 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.

11. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

12. AUDIT

If the Grantee 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:

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- 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.

13. 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.

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, currently available online at [eCFR :: 22 CFR Part 513 Subpart A -- General](#)

14. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or

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agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards

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promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of 42 U.S. Code § 802 - Coronavirus State fiscal recovery fund, regulations adopted by Treasury pursuant to subsection (f) of that section, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR § 200.216.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

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basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

16. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

17. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the [SAM website \(https://www.sam.gov\)](https://www.sam.gov). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

18. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Period of Performance, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

19. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure performance and funds awarded under this Grant Agreement. For the avoidance of doubt, the foregoing replaces in its entirety the introductory paragraph of Section 46 of the General Terms and Conditions. This provision does not extend to claims that COMMERCE may bring against the Grantee in recapturing funds expended in violation of this Grant Agreement.

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20. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this Grant Agreement, shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision of the General Terms and Conditions).

21. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the Grantee for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

22. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

23. FRAUD AND OTHER LOSS REPORTING

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

24. SUBCONTRACTORS

No prior approval of subcontracting to a Subcontractor of any tier shall be required and the first three paragraphs of Section 40 of the General Terms and Conditions shall be deemed to refer to "subrecipient" rather than Subcontractor or subcontracting. The parties acknowledge and agree that Grantee may perform work under this agreement using subrecipients and that Grantee is wholly responsible for selection of subrecipients and to ensure their compliance with applicable law.

25. COPYRIGHT PROVISIONS

Per the Scope of Work, Section 16 is not intended to apply to any architectural and engineering work funded by this Grant.

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26. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, 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 – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director of Commerce and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, 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. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- 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 Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant 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.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee 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.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- 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 contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public 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 contract 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 contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract 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 contract 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:

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LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract 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 contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 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.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantor 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee 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.

14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

17. DISALLOWED COSTS

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

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18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

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

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

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

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for lobbying or for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR § 200.318. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR § 200.319. Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- C. Methods of procurement to be followed 2 CFR § 200.320.
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR § 200.321.
- E. Domestic preferences for procurements 2 CFR § 200.322.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial,

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or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee 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 Grantee 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.

35. RECORDS MAINTENANCE

The Grantee 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 Grantee shall retain such records for a period of six 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.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. 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.

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40. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee'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.

41. SURVIVAL

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

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee 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 Grantee 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 Grantee 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 Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

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45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee 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 Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee 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 Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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 Grantee 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 Grantee, 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 Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee 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 Grantee. Title to other property, the cost of which is reimbursable to the Grantee 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

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

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

47. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is 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.

SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures for the **Clallam County Broadband Project** to design and construct the build which will serve the premises going through the areas along Hwy 112 including Coville, Ramapo, and the unincorporated town of Joyce in Clallam County. The last mile construction will serve approximately 923 premises. This project will tie into a current project that brings backhaul to Hwy 112. The fiber to the premise design of this project will have internet service providers offering speeds of 1Gbps to the businesses and residences in the project area.

The broadband technology funded by this grant will result in minimum service speed to each of the above premises that reliably meets or exceeds 100 megabits per second download (Mbps) and between at least 20 Mbps and 100 Mbps and be scalable to a minimum of 100 Mbps symmetrical download and upload speeds.

Grantee must require that all retail internet service providers using the broadband funded through this grant to either:

- Participate in the Federal Communications Commission's Affordable Connectivity Program (ACP), or
- Provide access to a broad-based affordability program to consumers with low incomes in the broadband infrastructure proposed service area that provides benefits commensurate with those provided under the ACP.

Submit executed Partnership Agreement(s) and/or Indefeasible Rights of Use (IRU), no later than thirty (30) days prior to the anticipated construction completion date or contract end date.

The Internet Service Provider partnering with the Grantee may retain exclusive rights to the network constructed with grant funds upon contract execution for a maximum of three years after funded project construction is completed. After three years the network must be open access for the remainder of the useful life of the project constructed. Open access means access to broadband services and infrastructure on transparent terms that are offered at fair market price and do not discriminate among users of the network.

Project activities will include and not be limited to:

- **Environmental Review.**
- **Engineering** - Includes detailed design engineering, permitting and rights of way, creation of construction documents
- **Procurement** - Identification, ordering, receiving, and inventory of all necessary materials and equipment.
- **Construction** - Advertisement of bids for contractor. Contractor Selection. Construction Management. Advertisement of bids for drops contractor, selection. Management
- **Customer Connection/Completion** - Installation of network equipment in customer homes. Network connections and provision of internet service.

The project needs to meet all applicable Local, State, and/or Federal standards.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

DocuSigned by:

Mark Ozias

ED47872888804474
Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST

DATE

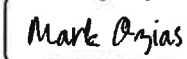
CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$ 16,074,985.00
Other Grants		
Grant #1	N/A	\$ 0.00
Total Other Grants		\$ 0.00
Other Loans		
Loan #1	N/A	\$ 0.00
Total Loans		\$ 0.00
Other Local Revenue		
Source #1	Clallam County Match	\$ 1,786,109.41
Total Local Revenue		\$ 1,786,109.41
Other Funds		
Source #1	N/A	\$ 0.00
Total Other Funds		\$ 0.00
Total Project Funding		\$ 17,861,094.41

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Grantee, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

DocuSigned by:


 E04707200004474...
 Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

GRANTEE certifies that "all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in construction law (commonly known as "baby Davis-Bacon Acts").

GRANTEE certifies that "the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

For any funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:

EP47B7236B04474
Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST

DATE



DocuSign Routing Form

Washington State Broadband Office

22-96810-002

Clallam County

Clallam County Broadband

Review by (Title):	Name:	Date:	Initials:
Contract Manager	Chelsea Bagwell	12/27/2022 12:41 PM PST	DS CB
SBO Infrastructure Programs Manager	Connie Rivera	12/27/2022 2:24 PM PST	DS CR
LGD Deputy Assistant Director (before AD signature)	Tony Hanson	1/3/2023 6:00 AM PST	DS TH

Certificate Of Completion

Envelope Id: DA82471E19E74774AA857FCDF407A55F

Status: Completed

Subject: Please DocuSign: 22-96810-011 Clallam Co Contract, 22-96810-002 Clallam Co Routing Form

Division:

Local Government

Program: WSBO

ContractNumber: 22-96810-011

DocumentType: Contract

Source Envelope:

Document Pages: 30

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 3

Chelsea Bagwell

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

chelsea.bagwell@commerce.wa.gov

IP Address: 147.55.149.185

Record Tracking

Status: Original

Holder: Chelsea Bagwell

Location: DocuSign

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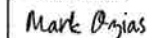
Mark Ozias

Mark.ozias@clallamcountywa.gov

Chair, Board of County Commissioners

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Chelsea Bagwell

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Washington State Department of Commerce

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Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 76.135.39.46 Signed using mobile	Sent: 12/27/2022 2:24:04 PM Viewed: 1/3/2023 5:59:49 AM Signed: 1/3/2023 6:00:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.228	Sent: 1/3/2023 6:00:07 AM Viewed: 1/3/2023 6:22:49 AM Signed: 1/3/2023 6:22:55 AM
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Certified Delivery Events	Status	Timestamp
Steve Gray steve.gray@clallamcountywa.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 65.243.148.162	Sent: 11/16/2022 7:59:30 AM Viewed: 11/18/2022 8:29:08 AM
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Envelope Summary Events	Status	Timestamps
Completed	Security Checked	1/3/2023 6:22:55 AM
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- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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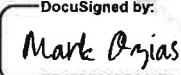
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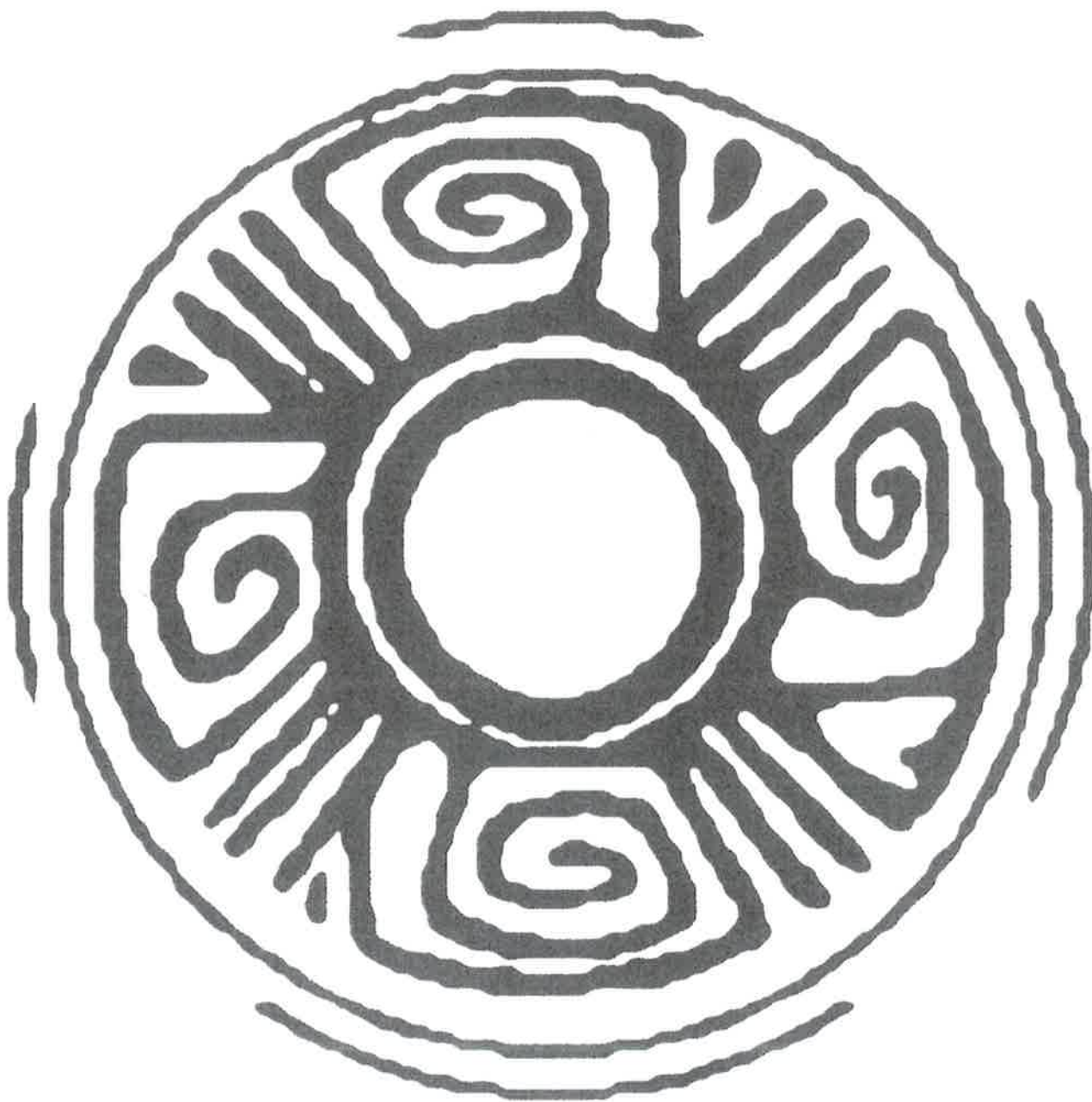
**PUBLIC WORKS BOARD (PWB) BROADBAND
PROGRAM GRANT CONTRACT**

FACE SHEET

Contract Number: PBC22-96104-009

☒ Subrecipient ☐ ContractorPUBLIC WORKS BOARD BROADBAND PROGRAM
ARPA Coronavirus Capital Projects Fund Grant

1. Subrecipient Clallam, County of 223 E 4th St Port Angeles, WA 98362		2. Subrecipient Doing Business As (optional) N/A	
3. Subrecipient Representative Steve Gray 360-417-2290 steve.gray@clallamcountywa.gov		4. Public Works Board Project Manager Sheila Richardson 564-999-1927 sheila.richardson@commerce.wa.gov	
5. Contract Amount \$4,525,174	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Contract Start Date Contract Execution Date	8. Contract End Date Four years from Contract Execution Date
9. Federal Funds (as applicable) \$4,525,174	Federal Agency US Department of Treasury	ALN (CFDA) # 21.029	Indirect Rate: N/A
10. Tax ID # N/A	11. SWV # SWV0000200-16	12. UBI # 054-004-559	13. UEI # JV6JJNELRBS5
14. Contract Purpose The Washington State Public Works Board (BOARD) and the subrecipient (Subrecipient) (the Parties) have entered into this performance-based Contract (Subaward) to undertake a broadband construction project (Project) that furthers the goals and objectives of the ARPA Coronavirus Capital Projects Fund as referenced in Attachment A. The Project will be undertaken by the Subrecipient and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The Project must be undertaken in accordance with the terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference are into this Subaward.			
The BOARD, and Subrecipient acknowledge and accept the terms of this Subaward and attachments and have executed this Subaward on the last signature date below as the start date referenced above. The rights and obligations of both Parties to this Subaward are governed by this Subaward and the following other documents are incorporated by reference: Contract Terms and Conditions including Declarations Page; and "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D": Certification of Review and Intent to Comply with Treasury's Coronavirus Capital Projects Fund Environmental Checklist, Attachment "E" – Debarment Certification, and Attachment "F" – Attorney's Certification			
FOR THE Subrecipient		FOR PUBLIC WORKS BOARD	
DocuSigned by:  Signature Mark Ozias Print Name clallam County Commissioner Title 12/27/2022 12:00 PM PST Date		DocuSigned by:  Kathryn A. Gardow, Public Works Board Chair 12/28/2022 2:47 PM PST Date APPROVED AS TO FORM ONLY August 31, 2022 Dawn Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: Clallam, County of
Contract Number: PBC22-96104-009

PROJECT INFORMATION

Project Title: Clallam County Broadband Project
Project City: Port Angeles
Project State: Washington
Project Zip Code: 98362

FUNDING INFORMATION

Contract Amount: \$4,525,174
Appropriation Number: SHB 1080 S-3081.3, Section 1067
Reappropriation Number (if applicable):
Contract End Date: June 30, 2023, if funds are not reappropriated. Contract End Date may be extended **contingent on reappropriation**

Biennium: 2021-2023
Biennium Close Date: June 30, 2023
Total Estimate Cost: \$4,525,174
Earliest Date for Reimbursement (award date): December 3, 2021
Time of Performance: In accordance with Special Terms and Conditions Section 1.9

Federal Funding: Section 604 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (ARPA or "Act"), Pub.L.No. 117-2 (March 11, 2021) 4525174

Federal Award Agency: US Department of Treasury

ADDITIONAL SPECIAL CONDITIONS GOVERNING THIS SUBAWARD AGREEMENT

Extension of Subaward Upon Reappropriation.

Notwithstanding Special Terms and Condition Section 1.9, the End Date of this Subaward **may be extended upon written notice to Contractor from the BOARD** for a period of time consistent with the effective date of any reappropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In the BOARD's sole discretion, after review of any funding reappropriation terms and applicable Federal law or guidance, a contract amendment in accordance with Special Terms and Condition Section 1.9 may be required to extend the End Date.

SCOPE OF WORK

Attachment A: Project Scope of Work

Capital Agreement with

Clallam, County of

through

America Rescue Plan Act, Coronavirus Capital Funds,

Public Works Board

For

Clallam County Broadband Project

Construct mid-mile and last mile fiber broadband infrastructure to approximately 643 premises along HWY 112 in Clallam County.

Start date:

Date of Last Signature

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SUBAWARD TERMS AND CONDITIONS

Part 1: SPECIAL TERMS AND CONDITIONS

1.1 AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, Section 1087, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq., The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be reappropriated in future biennia, subject to Federal requirements. Acting under the authority of RCW 43.155.160, the BOARD awards Subrecipient broadband construction funding for the approved broadband construction Project as described in the ATTACHMENT A: SCOPE OF WORK.

1.2 DEFINITIONS

As used throughout this Construction Funding Subaward the following terms shall have the meaning set forth below:

- A. "Subrecipient" - shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- B. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- C. "Contractor" or "Subcontractor": Firm selected through a competitive procurement process and is paid ARPA CPF funds by the Recipient (PWB) in compensation for specific services and not in the employment of the Subrecipient, who is performing all or part of those services under this Subaward under a separate contract with the Contractor.
- D. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- E. "The BOARD" - the State of Washington Public Works Board established in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Subaward.
- F. "Declarations" and "Declared" - the Project information, terms and conditions as stated on the Declarations Page of this Subaward, displayed within the Subaward in THIS STYLE for easier identification.

G. "PUBLIC USE" - that the portion of the broadband network funded in whole or in part by the BOARD that shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction.

H. "Unserved Areas" - as defined in RCW 43.330.530(10).

1.3 ACCESS TO WORK AND RECORDS

All property, facilities, and records developed pursuant to this Subaward shall be available for inspection upon request during regular business hours by the BOARD or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to the BOARD immediately upon request. This paragraph shall be included in any and all subcontracts let by the Subrecipient under this agreement.

1.4 ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): CPFFN0145

Total amount of the federal award: \$4,525,174

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

Federal Award Project Description: Construct mid-mile and last mile fiber broadband infrastructure to approximately 643 premises along HWY 112 in Clallam County.

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

"This Project is [is being] [was] supported, in whole or in part, by federal award number CPFFN0145 awarded to State of Washington by the U.S. Department of the Treasury. This Project was awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, Coronavirus Capital Projects Funds, Washington State Public Works Board."

1.5 AUDIT

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

- A. Submit to the BOARD 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 the BOARD follow-up and developed corrective action plans for all audit findings.

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

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

1.6 CHANGE OF OWNERSHIP OR USE FOR SUBRECIPIENT-OWNED PROPERTY

The Subrecipient understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Subrecipient using the funds under this Subaward shall be held and used by the Subrecipient for the purposes stated in the Scope of Work shown on the Declarations page for a period of at least fifteen (15) years from the date the final payment is made.

In the event that the Subrecipient decides to change or transfer ownership of any or all assets acquired or constructed in whole or in part, or otherwise improved by the Subrecipient using state funds under this Subaward, the Subrecipient agrees that any such decision or action must be submitted in writing and approved by BOARD in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Subrecipient is found to be out of compliance with this section, the Subrecipient shall repay the principal amount of the Subaward as stated in the Declarations plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 2.35 Recapture Provision.

1.7 COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Subrecipient agrees to comply with the requirements of section 604 of the American Rescue Plan Act (Act,) regulations adopted by Treasury pursuant to section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and guidance issued by Treasury. This includes, but is not limited to all Federal reporting requirements that apply to funds supporting this Subaward, set out here: <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>.
- B. Federal regulations applicable to this award include, but are not limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR § 200.216.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

1.8 SUBAWARD 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 Subaward.

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

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

1.9 SUBAWARD PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The Project shall be completed within four (4) years from the date of Subaward execution, unless otherwise specified. The initial period of performance for this award begins on the date of last signature and ends on June 30, 2023. If unexpended funds under this Grant are reappropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026. Construction Projects must reach substantial completion before October 30, 2026. Substantial completion is defined as the date for which the Project can fulfill

the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. For Federal Coronavirus Broadband Construction contracts no extensions are possible. If the Project is not completed by the 2026 date, any unallocated funds are returned to the federal Department of Treasury.

- b) Costs Incurred Period. Subrecipient may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on December 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Subrecipient has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024,
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between December 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to the BOARD by the earlier of October 30, 2026 or 30 days prior to the Contract End Date.
- d) Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

1.10 COPYRIGHT PROVISIONS

Notwithstanding the provisions of General Terms and Conditions 2.15, copyright provisions, of this Subaward, the contractor has ownership rights in all data and blueprints that the contractor produces under this Subaward, subject to the board right to royalty free use of these materials.

1.11 SUBAWARD SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Subaward will be suspended effective July 1. The Subrecipient shall immediately suspend work under this Subaward and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Subrecipient immediately upon lifting of the Subaward suspension.

1.12 CULTURALLY RELEVANT SERVICES

In performing work pursuant to any Subaward, the Subrecipient may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Subrecipient's Nation or other tribes, in accordance with tribal laws and policies.

1.13 DEFAULT IN REPAYMENT

Loan repayments shall be made on the loan in accordance with Section 1.19 of this Subaward. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at Project completion if the repayment of loan funds in excess of eligible costs are not

repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Subrecipient acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Subrecipient of such delinquency.

The Subrecipient shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.14 DOCUMENTATION AND SECURITY

The provisions of this section shall apply to private entity broadband projects. To ensure a grant or loan to a private entity under this section primarily serves the public interest and benefits the public, any such grant or loan must be conditioned on a guarantee that the asset or infrastructure to be developed will be maintained for public use (definition: Section 1.2(G)) for a period of at least fifteen (15) years (RCW 43.155.160 (8)).

- A. This Subaward shall be evidenced and secured by a security instrument in favor of BOARD guaranteeing public use for at least fifteen (15) years. Form of security will be as negotiated by the Parties to this Subaward, and include an Indefeasible Right of Use (IRU).
- B. **Term of the IRU.** The IRU shall remain in full force and effect for a period of at least fifteen (15) years following the completion of the Project funded in whole or in part under this Subaward. Upon satisfaction of the fifteen-year public benefit requirement and all other grant or loan terms and conditions, the BOARD shall, upon written request of the Subrecipient, take appropriate action to recover or release the security instrument.
- C. The IRU will be provided no later than the date of final payment under this Subaward, and shall remain in effect for a period at least 15 years after the date the Project is complete and in service.

1.15 ELIGIBLE PROJECT COSTS

- A. Subrecipient are responsible for ensuring that eligible costs are consistent with the cost principal standards set forth in the Uniform Guidance at 2 CFR 200.400 through 2 CFR 200.476
- B. The BOARD will only reimburse construction-related expenses that are directly related to the scope of work of the Project being financed by the BOARD.
- C. Eligible project activities and costs include the following, as defined in the Definition Section:
 - design, architectural, and engineering work;
 - building permits/fees;
 - archeological/historical review;
 - construction labor (from external sources only)* and materials;
 - demolition/site preparation;
 - capitalized equipment;
 - construction management and observation (from external sources only);**
 - landscaping;
 - salaries and benefits***
 - indirect costs: federal approved indirect rate**** or 10 percent MTDC and
 - real property when purchased specifically for the Project, and associated costs.*****

*Construction labor does not include work typically performed by employees of the applicant, unless the employee is hired solely and specifically to perform construction labor for the awarded project.

** Construction management and observation is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the applicant, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

*** Salaries and benefits can only include the portion of payroll and benefits of employees corresponding to time spent managing the Broadband Infrastructure Project.

**** Federal approved indirect rate must be declared on contract face page to be applicable.

***** Costs directly associated with property acquisition include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

Ineligible costs: internal administrative activities, fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments for rental of equipment or facilities, maintenance and operating, mortgages or property leases (including long-term), the moving of equipment, furniture, etc., between facilities, and salary & benefits for the employees of the applicant, and the cost of the technology used to extend broadband service to the end user.

These Special Terms supersede the General terms in Section 2.3 Allowable Costs.

1.16 HISTORICAL AND CULTURAL RESOURCES

Prior to commencing construction, Subrecipient shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or, as an alternative to completion of Governor's Executive Order 21-02, Subrecipient shall complete Section 106 of the National Historic Preservation Act, as applicable. Subrecipient agrees that the Subrecipient is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Subaward.

In addition to the requirements set forth in this Subaward, Subrecipient shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed Project funded by this Subaward. Subrecipient agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Subaward.

The Subrecipient agrees that, unless the Subrecipient is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Subrecipient shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Subrecipient shall immediately stop work and report the presence and location of the remains to the coroner and local law enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Subrecipient shall require this provision to be contained in all sub-contracts for work or services related to the declared SCOPE OF WORK.

In addition to the requirements set forth in this Subaward, Subrecipient agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25.48 regarding Archaeological Excavation and Removal Permits.

Completion of the process set forth in Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Subrecipient finds it necessary to amend the SCOPE OF WORK, the Subrecipient may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.17 INDIRECT COSTS

Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

1.18 ORDER OF PRECEDENCE

In the event of an inconsistency in this Subaward, 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 – Project Scope of Work
- Attachment B – Certification of Availability of Funds to Complete the Project
- Attachment C – Certification of Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Review and Intent to Comply with Treasury's Coronavirus Capital Projects Fund Environmental Checklist
- Attachment E – Debarment Certification
- Attachment F – Attorney Certification

1.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

If the Subrecipient is a state or local entity, the BOARD makes no claim to any real property improved or constructed with funds awarded under this Subaward and does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Subaward. This provision does not extend to claims that

BOARD may bring against the Subrecipient in recapturing funds expended in violation of this Subaward.

If Subrecipient is a private entity it shall provide an IRU to the BOARD as set forth in Section 1.8.

1.20 PROJECT COMPLETION AMENDMENT AND CERTIFIED PROJECT COMPLETION REPORT

The Subrecipient shall complete a Certified Project Completion Report when all activities identified in the SCOPE OF WORK are complete. The BOARD will supply the Subrecipient with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the Project, as described in the declared scope of work, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Project as described in the scope of work.
- C. Certification that all costs associated with the Project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Subaward work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of completed Project, as appropriate.

The Subrecipient will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan or grant amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the SCOPE OF WORK and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Subaward determining the final loan and/ or grant amount, local share, term, and interest rate.

1.21 PROJECT PERFORMANCE

The Subrecipient shall commence Project construction within six months after execution of the Final Subaward, unless otherwise specified. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement the BOARD determines that Project construction performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Subaward can be completed for the balance then unpaid, the BOARD reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 2.44, 2.45 and -2.46.

1.22 PUBLIC USE – PRIVATE APPLICANTS ONLY

"PUBLIC USE" any grant or loan to a private entity is conditioned upon a guarantee that the asset or infrastructure to be developed will be maintained for public use for a period of at least fifteen (15) years. PUBLIC USE is defined as that the portion of the broadband network funded in whole or in part by the BOARD shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction. The Public Use condition will be satisfied by Subrecipient's provision of an IRU to the BOARD as set forth in Section 1.6.

1.23 REAPPROPRIATION

The parties hereto understand and agree that any state funds not expended by the end of the declared BIENNIUM, including the five percent (5%) retainage as described in SPECIAL TERMS AND CONDITIONS, Section 1.27: REIMBURSEMENT PROCEDURES AND PAYMENT, will lapse on that date unless specifically reappropriated in an enacted Capital Budget. The BOARD will make all necessary efforts to seek reappropriation of funds into the declared BIENNIUM. If funds are so reappropriated, the BOARD'S obligation under the terms of this Subaward shall be contingent upon the terms of such reappropriation.

1.24 RECAPTURE PAYMENT AND COSTS

In addition to the provisions in General Term 2.28, if the Subrecipient fails to expend state funds in accordance with state law and/or the provisions of this Subaward, the BOARD reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Subrecipient of state funds under this recapture provision shall occur within thirty (30) days of demand. If proposed the BOARD is required to institute proceedings to enforce this recapture provision, the BOARD shall be entitled to its cost thereof, including reasonable attorney's fees.

1.25 REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Subaward Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the BOARD, and shall meet and renegotiate the Contract Agreement accordingly.

1.26 REIMBURSEMENT PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Subaward is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Thereafter, subject to the availability of funds, warrants shall be issued to the Subrecipient for reimbursement of allowable expenses incurred by the Subrecipient while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the Subrecipient for eligible project expenditures up to the maximum funding amount under this Subaward, as identified in Section 1.9. When requesting reimbursement for costs incurred, the Subrecipient shall complete a digital Invoice Voucher (Form A-19) referencing the SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Subrecipient with authority to bind the Subrecipient.

Requests for reimbursements for costs related to construction activities will not be accepted until the Subrecipient provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.10, and
- Signed BOARD Notice of Subaward Award and Notice to Proceed, which follows the formal award of a construction Subaward.

The Subrecipient shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Broadband Construction Handbook, monthly and at least quarterly.

When requesting reimbursement for expenditures made, Subrecipient shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Subrecipient has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

The BOARD will pay the Subrecipient upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD.

If the Subrecipient receives funding in the form of both a grant and a loan, the Subrecipient shall bill to the loan and grant equally until and if one of the funds are exhausted at which time the remaining funds will be expensed.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be disbursed electronically to the Subrecipient.

The BOARD may, at its sole discretion, terminate the Subaward or withhold payments claimed by the Subrecipient for services rendered if the Subrecipient fails to satisfactorily comply with any term or condition of this Subaward.

No payments in advance or in anticipation of services or supplies to be provided under this Subaward shall be made by the BOARD.

BOARD funds are disbursed on reimbursement only basis for eligible costs within the approved Project's scope of work. BOARD funds will be reimbursed and Subrecipient's matching funds must be expended by Subrecipient in the amounts and as identified on the Declarations Page.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of Project completion report.

BOARD will not pay for Project costs overruns.

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

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

1.27 REPAYMENT (NOT APPLICABLE)

Repayment of the loan under this Subaward shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Subrecipient. The final payment shall be on or before the **Subaward END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero (0).

Loan repayment installments are due on the day and month identified under the term "**PAYMENT MONTH**" on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Subaward execution. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the **PAYMENT MONTH**. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

In the event that the BOARD approves the Subrecipient's request for a new system deferral as outlined in Section 1.27, then the first loan repayment is due twenty-four (24) months after Subaward execution. Interest still accrues on any warrants issued during the deferral period. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the **PAYMENT MONTH**. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Subrecipient has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Subrecipient will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce or its successor.

1.28 REPORTS

The Subrecipient shall furnish the BOARD with:

- A. Monthly Project Progress Reports;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at Project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the Project;
- E. Other reports as the BOARD may require, to include but not limited to: Project description; Project location(s); Project start and end date; Project status; Project expenditures; number of households, businesses, and anchor institutions to be served; location of communities to be served; and description of how equity and community engagement activities informed Project selection and design.
- F. All recipients are required to submit Project and expenditure reports and annual performance reports as specified in U.S. Department of the Treasury guidance.

1.29 SPECIAL CONDITIONS

If additional special conditions are listed on the Subaward Declarations Page then those conditions are herein incorporated as part of the terms and requirements of this Subaward.

Direct Recipients of CPF Grants are responsible for ensuring that sub recipients comply with the statutory and regulatory requirements and the terms and conditions established by Treasury's CPF guidance, found here: <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>.

If the Subrecipient is not the retail service provider for the Project, then the Subrecipient must have a contractual commitment with at least one internet service provider.

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

1.30 SUB-CONTRACTOR DATA COLLECTION

Subrecipient will submit monthly progress reports, in a form and format consistent with the template to be provided by the Board and regarding work under this Subaward performed by sub-contractors and the portion of the Subaward funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.31 TERMINATION FOR CONVENIENCE (IF APPLICABLE)

The BOARD may terminate this Subaward in the event that state or federal funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Subaward. Termination will be effective when the BOARD sends written notice of termination to the Subrecipient. Nothing in this section shall affect the Subrecipient's obligation to repay the unpaid balance of the loan.

In lieu of termination for convenience, this Subaward may be amended to reflect limitations and conditions of funding in appropriations of state funds available for this Subaward.

These terms supersede the terms in Section 2.45 Termination for Convenience.

1.32 TRIBAL HIRING PREFERENCE AND EMPLOYMENT PRACTICES

The Subrecipient may give preference in its hiring and employment practices to members of the Subrecipient, or other tribes, who have met all requirements for that position, including, state requirements, and as may be provided by tribal laws and policies.

1.33 REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Subaward, the Subrecipient accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid UEI Number is required. The Subrecipient is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Subrecipient must remain registered in the SAM database after the initial registration. The Subrecipient is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Subrecipient shall provide evidence documenting registration and renewal of SAM registration to the BOARD.

In the event of the Subrecipient's noncompliance or refusal to comply with the requirement stated above, the BOARD reserves the right to suspend payment until the Subrecipient cures this noncompliance.

Part 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the BOARD Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "BOARD" shall mean the Washington State Public Works BOARD created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Subaward
- C. "Contractor" or "Subcontractor": Firm selected through a competitive procurement process and is paid ARPA CPF funds by the Recipient (PWB) in compensation for specific services and not in the employment of the Subrecipient, who is performing all or part of those services under this Subaward under a separate contract with the Contractor.
- D. "Commerce" shall mean the Department of Commerce.
- E. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- F. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- G. "Construction labor" does not include work typically performed by employees of the Subrecipient, unless the employee is hired solely and specifically to perform construction labor for the awarded Project.
- H. "Construction management and observation" is on-site management and/or supervision of the work site and workers thereon. This is an eligible Project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the Subrecipient, unless the employee is hired solely and specifically to perform on-site construction management as defined above.
- I. "Costs":
 - a. "Costs associated with salaries and benefits" may not be used for operating expenses, which includes expenses once the capital project is completed.
 - b. "Costs directly associated with property acquisition" include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.
- A. "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.
- B. "STATE" shall mean the state of Washington.
- C. "TRIBAL LAW" means the resolutions, law, codes, and/or ordinances enacted by the Subrecipient executing this Subaward, and any of the Subrecipient's tribal court decisions interpreting the same. All references in this Subaward to tribal law shall include any

successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

2.2 ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Subaward based on an allocation plan that reflects allowable administrative costs that support services provided under each Subaward administered by the Subrecipient. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3 ALLOWABLE COSTS

Costs allowable under this Subaward are actual expenditures according to an approved budget up to the maximum amount stated on the Subaward Award or Amendment Face Sheet and Declarations.

2.4 ALL WRITINGS CONTAINED HEREIN

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

2.5 AMENDMENTS

This Subaward 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.

2.6 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 (not applicable to Tribes)

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

2.7 APPROVAL

This Subaward shall be subject to the written approval of the BOARD and shall not be binding until so approved. The Subaward may be altered, amended, or waived only by a written amendment executed by both Parties.

2.8 ASSIGNMENT

Neither this Subaward, nor any claim arising under this Subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the BOARD.

2.9 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subaward, in the event of litigation or other action brought to enforce Subaward terms, each Party agrees to bear its own attorney's fees and costs.

2.10 BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant or loan is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this Subaward shall be established as follows:

- A. Subrecipient purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. Subrecipient purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

2.11 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.12 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Subrecipient by the BOARD that is designated as "confidential" by the BOARD;
 - 2. All material produced by the Subrecipient that is designated as "confidential" by the BOARD; and
 - 3. All personal information in the possession of the Subrecipient that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Subrecipient shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subrecipient shall use Confidential Information solely for the purposes of this Subaward and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Subrecipient 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 Subrecipient shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Subaward whenever the BOARD

reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subrecipient shall make the changes within the time period specified by the BOARD. Upon request, the Subrecipient shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Subrecipient against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Subrecipient shall notify the BOARD 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.

2.13 CONFORMANCE

If any provision of this Subaward violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.14 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the Subrecipient terminate this Subaward if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW, or any similar statute involving the Subrecipient or any private action that would constitute such violation if undertaken by a state officer or employee, in the procurement of, or performance under this Subaward.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. The Subrecipient and their Subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the BOARD's Broadband Program including but not limited to formulating or drafting the legislation, participating in grant or loan procurement planning and execution, awarding grant or loans, and monitoring loans, during the twenty-four (24) month period preceding the start date of this Grant or Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the BOARD that a conflict of interest exists, the Subrecipient may be disqualified from further consideration for the award of a Grant or Loan.

In the event this Subaward is terminated as provided above, the BOARD shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the Subaward by the Subrecipient. The rights and remedies of the BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Subaward.

2.15 COPYRIGHT

Unless otherwise provided, all Materials produced under this Subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD 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 Subrecipient hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD 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 Subaward, but that incorporate pre-existing materials not produced under the Subaward, the Subrecipient hereby grants to the BOARD 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 Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Subrecipient shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Subaward, 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 Subaward. The Subrecipient shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any Materials delivered under this Subaward. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subrecipient.

2.16 DISALLOWED COSTS

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

In no event shall the total BOARD loan and/or grant exceed one hundred percent (100%) of the eligible actual Project costs. At the time of Project completion, the Subrecipient shall submit to the BOARD a Project Completion Amendment certifying the total actual Project costs and local share. The final BOARD disbursement shall bring the total loan/grant to the lesser of one hundred percent (100%) of the eligible Project costs or the total declared funding under this Subaward. The Project Completion Amendment shall serve as an amendment to this Subaward determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Subrecipient has received BOARD monies in excess of one hundred percent (100%) of eligible costs, all funds in excess of one hundred percent (100%) shall be repaid to the BOARD by payment to the BOARD, or its successor, together with the submission of the Project Completion Amendment.

2.17 DISPUTES

Except as otherwise provided in this Subaward, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the Parties;
- state the Subrecipient's name, address, and Subaward number; and

- mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the Parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the BOARD Chair or the BOARD Chair's designee and the requestor within five (5) working days.

The BOARD Chair or designee shall review the written statements and reply in writing to both Parties within ten (10) working days. The BOARD Chair or designee may extend this period if necessary by notifying the Parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Subaward shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.18 DUPLICATE PAYMENT

The Subrecipient certifies that work to be performed under this Subaward does not duplicate any work to be charged against any other Subaward, SUBCONTRACT, or other source.

2.19 GOVERNING LAW AND VENUE

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

2.20 INDEMNIFICATION

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the State and all officials, agents and employees of the State, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Subaward. "Claim" as used in this Subaward, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Subrecipient's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officers.

The Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Subrecipient's or any Subcontractor's performance or failure to perform the Subaward. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.21 INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The Parties intend that an independent Subrecipient relationship will be created by this Subaward. The Subrecipient and its employees or agents performing under this Subaward are not employees or agents of the state of Washington or the BOARD. The Subrecipient will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subrecipient.

2.22 INDUSTRIAL INSURANCE COVERAGE

The Subrecipient shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Subrecipient the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the BOARD under this Subaward, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

2.23 INSURANCE

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient or Subcontractor, or agents of either, while performing under the terms of this Subaward. Failure to maintain the required insurance coverage may result in termination of this Subaward.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall instruct the insurers to give BOARD thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Subrecipient shall submit to the BOARD within fifteen (15) calendar days of a written request by BOARD, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subaward, if required or requested, the Subrecipient shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subaward, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subaward activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any SUBCONTRACTORS provide adequate insurance coverage for the activities arising out of SUBCONTRACTS.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Subaward shall be \$2,000,000 or the highest of planned reimbursement for the Subaward period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the BOARD as beneficiary.
- A. SUBCONTRACTORS that receive \$10,000 or more per year in funding through this Subaward shall secure fidelity insurance as noted above. Fidelity insurance secured by SUBCONTRACTORS pursuant to this paragraph shall name the Subrecipient and the Subrecipient's fiscal agent as beneficiary.
- B. The Subrecipient shall provide, at BOARD's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that BOARD will be provided thirty (30) days advance written notice of cancellation.

2.24 Subrecipients and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from BOARD, the Subrecipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from BOARD, the Subrecipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Subrecipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third Parties as additional insured.

Subrecipient shall provide annually to BOARD a summary of coverages and a letter of self-insurance, evidencing continued coverage under Subrecipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Subaward.

2.25 LAWS

The Subrecipient shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Prevailing wages on public works, Chapter 39.12 RCW.
- I. Public records act, Chapter 42.56 RCW.
- J. State Executive Order 05-05 Archaeological and Cultural Resources.

2.26 LICENSING, ACCREDITATION AND REGISTRATION

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

2.27 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subaward.

2.28 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Subrecipient shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.29 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Subaward, the Subrecipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Subrecipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Subaward may be rescinded, canceled or terminated in whole or in part, and the Subrecipient may be declared ineligible for further CONTRACTS with the BOARD. The Subrecipient shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.30 PAY EQUITY

The Subrecipient agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Subrecipient may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subaward may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Subrecipient is not in compliance with this provision.

2.31 POLITICAL ACTIVITIES

Political activity of Subrecipient employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds provided under this Subaward may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.32 PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Subrecipient which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Subaward, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Subrecipient's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR § 200.318. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR § 200.319. Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- C. Methods of procurement to be followed 2 CFR § 200.320.
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR § 200.321.

2.33 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Subaward shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Subaward provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

2.34 PUBLICITY

The Subrecipient agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.35 RECAPTURE

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

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

2.36 RECORDS MAINTENANCE

The Subrecipient shall maintain all books, records, documents, data and other evidence relating to this Subaward 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 Subaward.

Subrecipient shall retain such records for a period of six (6) years following the date of the period of the use agreement. At no additional cost, these records, including materials generated under the Subaward, shall be subject at all reasonable times to inspection, review or audit by BOARD, personnel duly authorized by BOARD, 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 finally resolved.

2.37 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subrecipient shall complete registration with the Washington State Department of Revenue.

2.38 RIGHT OF INSPECTION

At no additional cost all records relating to the Subrecipient's performance under this Subaward shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Subaward. The Subrecipient shall provide access to its facilities for this purpose.

2.39 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 Subaward and prior to normal completion, the BOARD may terminate the Subaward under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Subaward may be amended to reflect the new funding limitations and conditions.

2.40 SEVERABILITY

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

2.41 SUBCONTRACTING

The Parties acknowledge and agree that Subrecipient may undertake all or part of the work under this Subaward through SUBCONTRACTORS. Subrecipient shall be solely responsible for the selection and management of SUBCONTRACTORS.

If Subrecipient engages in subcontracting, the Subrecipient shall maintain written procedures related to subcontracting, as well as copies of all SUBCONTRACTS and records related to SUBCONTRACTS. For cause, the BOARD in writing may: (a) require the Subrecipient to amend its subcontracting procedures as they relate to this Subaward; (b) prohibit the Subrecipient from subcontracting with a particular person or entity; or (c) require the Subrecipient to rescind or amend a SUBCONTRACT.

Every SUBCONTRACT shall bind the Subcontractor to follow all applicable terms of this Subaward. The Subrecipient is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Subaward. The Subrecipient shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Subaward. In no event shall the existence of a SUBCONTRACT operate to release or reduce the liability of the Subrecipient to the BOARD for any breach in the performance of the Subrecipient's duties.

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

2.42 SURVIVAL

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

2.43 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subrecipient's income or gross receipts, any other taxes, insurance or expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

2.44 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Subrecipient 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.

BOARD reserves the right to suspend all or part of the Subaward, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BOARD to terminate the Subaward. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (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 BOARD provided in this Subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.45 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Subaward the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Subaward, in whole or in part. If this Subaward is so terminated, the BOARD shall be liable only for payment required under the terms of this Subaward for services rendered or goods delivered prior to the effective date of termination.

2.46 TERMINATION PROCEDURES

Upon termination of this Subaward, BOARD, in addition to any other rights provided in this Subaward.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

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

A. Stop work under the Subaward 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 Subaward that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subrecipient under the orders and SUBCONTRACTS so terminated, in which case the BOARD 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 the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Subaward had been completed, would have been required to be furnished to the BOARD;
- 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 Subaward, which is in the possession of the Subrecipient and in which the BOARD has or may acquire an interest.

2.47

TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this Subaward, shall pass to and vest in BOARD upon delivery of such property by the Subrecipient

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

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

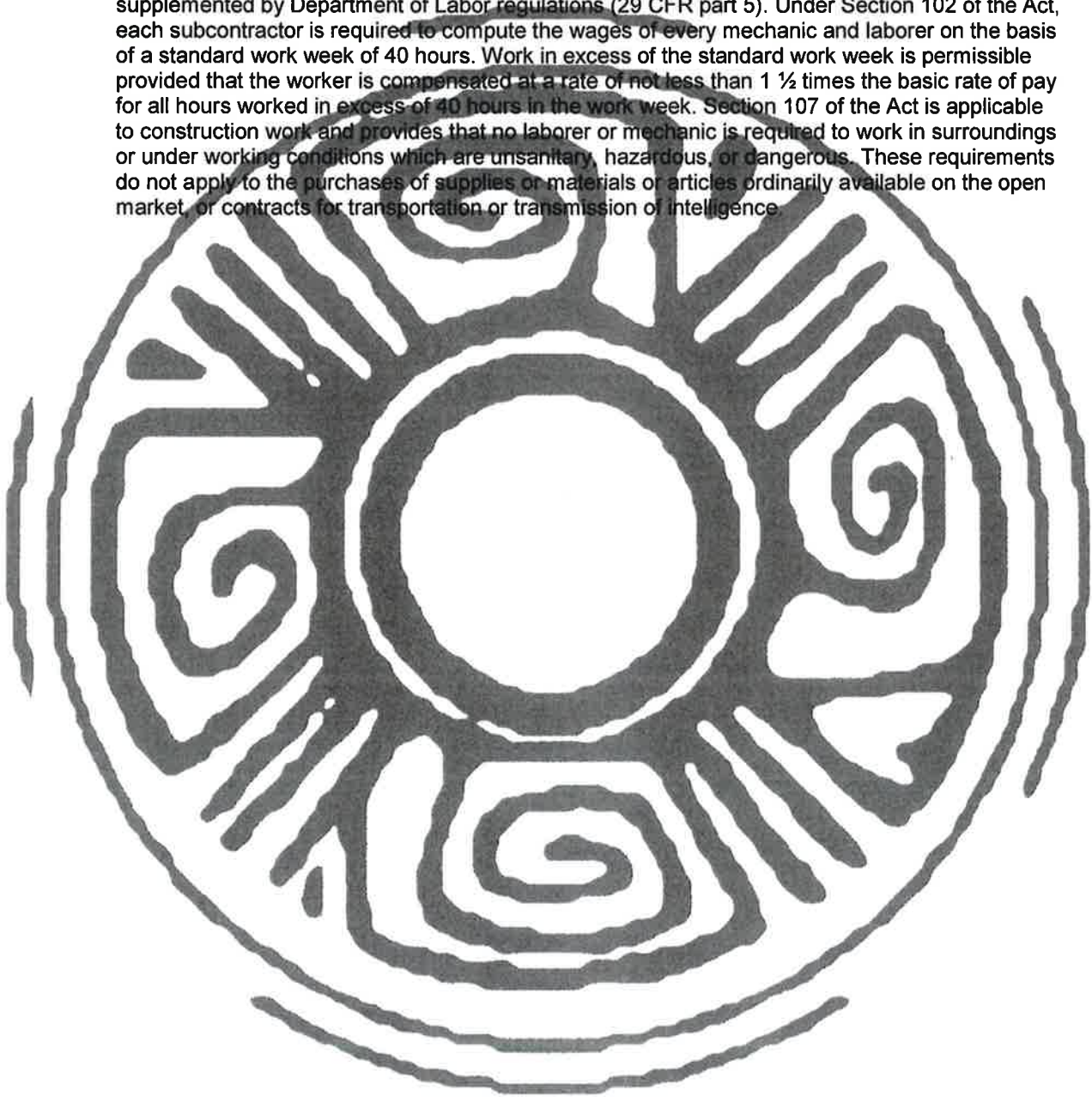
2.48

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 Subaward unless stated to be such in writing and signed by Authorized Representative of the BOARD.

2.49 WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is 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.



ATTACHMENT A: PROJECT SCOPE OF WORK

Funds awarded under this contract will be used for capital expenditures for the Clallam County Broadband Project.

Design and construct mid-mile infrastructure along a small portion of Hwy 101 and Hwy 112 that will bring access to approximately 1,600 premises overall; for this specific project phase, approximately 36 miles of fiber will be constructed to provide approximately 640 homes with access to broadband service.

The location of the Project is: This project will be located west of Port Angeles and north of Elwha in Clallam County. The project is expected to be along the Strait of Juan de Fuca Highway.

Milestones:

Milestone Deliverable	Estimated Completion Quarter
Broadband Manager	Q4 2024
RFP – Project Design	Q2 2023
RFP – Construction	Q3 2023
Permitting	Q4 2023
Material Procurement	Q1 2024
Construction	Q4 2024
Testing	Q4 2024

The project activities may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, construction or project management, bid documents, and construction.

This Project will deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speed of 100 Mbps. If it will be impracticable to do so for reason articulated in the application submitted to PWB, such as geography, topography, and/or excessive cost, the Project will be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and is scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

Subrecipient will require that any service provider for a completed Broadband Infrastructure Project participate in federal program that provides low-income customers with subsidies on broadband internet access services. Subrecipient will require completed service offerings funded by the award to allow subscribers in the service area to utilize the Federal Communications Commission's Affordable Connectivity Program (ACP) and further agrees that it will require that any service provider for a completed Broadband Infrastructure Project will participate in ACP for the duration of the ACP or until the date the broadband Infrastructure Project funded by this award is no longer in use.

This Project is expected to be complete by December 31, 2024.

The Project must meet all applicable Local, State, and/or Federal standards.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

DocuSigned by:

Mark Briggs Tallam County Commissioner
Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

DATE

ATTACHMENT B: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Public Works Board	\$4,525,174
Other Grants		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$4,525,174

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Subrecipient, by its signature, certifies that Project funding from sources other than those provided by this Subaward Agreement and identified above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Subaward Agreement, as of the date and year written below. The Subrecipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for the BOARD review upon reasonable request.

DocuSigned by:

Mark Ozias
 294787298801474
 Tallam County Commissioner
 Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

DATE

ATTACHMENT C: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

Subrecipient: Clallam, County of

Contract Number: PBC22-96104-009

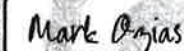
Project Title: Clallam County Broadband Project

The Subrecipient, by its signature below, certifies that all Subrecipient and SUBCONTRACTORS performing work on the Project as described in Attachment A: SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Subaward, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Subrecipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Subrecipient for the purpose of construction, applicable State Prevailing Wages must be paid.

The Subrecipient, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

Signed by:



Signature

Mark Ozias

Name

Clallam County Commissioner

Title

12/27/2022 | 12:00 PM PST

Date

ATTACHMENT D: CERTIFICATION OF INTENT TO REVIEW AND COMPLY WITH TREASURY'S CORONAVIRUS CAPITAL PROJECTS FUND ENVIRONMENTAL CHECKLIST

The Subrecipient, by its signature, certifies that the Treasury's Coronavirus Capital Projects Fund Environmental Checklist has been reviewed and Subrecipient identifies applicable environmental laws and performs proper due diligence to ensure their Project complies with all applicable laws.

Subrecipient must retain records, permits, and documentation necessary to evidence compliance with all environmental requirements.

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, as of the date and year written below.

DocuSigned by:
Mark Ojias Tallam County Commissioner
SUBRECIPIENT SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

DATE

ATTACHMENT E: DEBARMENT CERTIFICATION

DEBARMENT

A. Subrecipient, 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 Subaward, 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 Subaward had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Subrecipient is unable to certify to any of the statements in this Subaward, the Subrecipient shall attach an explanation to this Subaward.

C. The Subrecipient agrees by signing this Subaward 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 the BOARD.

D. The Subrecipient further agrees by signing this Subaward 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 Subrecipient certifies, by signing this Subaward 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 Subrecipient is unable to certify to any of the statements in this Subaward, such Subrecipient shall attach an explanation to this Subaward.

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 the BOARD for assistance in obtaining a copy of these regulations.

CERTIFICATION – DISBARMENT

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

DocuSigned by:

Mark Ozias Tallam County Commissioner
Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

DATE

ATTACHMENT F: ATTORNEY CERTIFICATION

**PUBLIC WORKS BOARD
FEDERAL BROADBAND CONSTRUCTION PROGRAM**

Subrecipient: Clallam, County of

Subaward Number: PBC22-96104-009

I, Bert Dee Boughton, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Clallam, County of (the Subrecipient); and

I have also examined any and all documents and records which are pertinent to the Subaward, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Subrecipient is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to Subaward with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Subrecipient is empowered to accept the BOARD financial assistance.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities Project.

DocuSigned by:

Bert Dee Boughton

Signature of Attorney

12/5/2022 | 10:02 AM PST

Date

Bert Dee Boughton

Name

Address

Address

Certificate Of Completion

Envelope Id: 5418B238EC8445F9963B2F1934B28BFA
 Subject: Complete with DocuSign: PBC22-96104-009_Clallam_County.pdf
 Division:
 Local Government
 Program: PWB Federal Broadband
 ContractNumber: PBC22-96104-009
 DocumentType: Contract
 Source Envelope:
 Document Pages: 44
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Sheila Richardson
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 sheila.richardson@commerce.wa.gov
 IP Address: 147.55.149.136

Signatures: 8
 Initials: 0

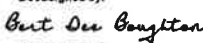
Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Bert Dee Boughton
 dee.boughton@clallamcountywa.gov
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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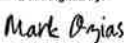
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Electronic Record and Signature Disclosure:
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Mark Ozias
 mark.ozias@clallamcountywa.gov
 Chair, Board of County Commissioners
 Security Level: Email, Account Authentication
 (None)

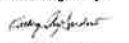
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Kathryn A. Gardow
 pwbgardowk@gmail.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Chelsea Millar chelsea.millar@clallamcountywa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/30/2022 9:46:10 AM Viewed: 11/30/2022 9:49:26 AM
Steve Gray steve.gray@clallamcountywa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/18/2022 8:29:08 AM ID: 03df6d44-dfd5-46e5-b3c1-4b84778f3a1c	COPIED	Sent: 11/30/2022 9:46:10 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/30/2022 9:46:10 AM
Certified Delivered	Security Checked	12/28/2022 2:46:33 PM
Signing Complete	Security Checked	12/28/2022 2:47:22 PM
Completed	Security Checked	12/28/2022 2:47:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

SCHEDULE A
STAFF POSITION UTILITY RATES

Staff Position Utility Rates effective 4/10/2023

SALARY		Market		
GRADE	Position	Target	AVE	Utility
		MONTHLY	HRLY	Rate
		WAGE	RATE	(ave * 1.7)
	-----	-----	-----	
11	Office Assistant	3130.00	18.06	30.70
12	Records Technician	3444.00	19.87	33.78
	Student Intern I			
13	Administrative Support	3787.00	21.85	37.14
14		4165.00	24.03	40.85
15	Student Intern II	4582.00	26.43	44.94
16	Administrative Assistant	5041.00	29.08	49.44
	Records Specialist			
17	Accounting Specialist I	5546.00	32.00	54.39
	Desktop Technician			
	Network Technician			
	Engineer Student Intern			
	Human Resources & Safety Administrative Coordinator			
	Operations Administrative Coordinator			
18	Accounting Specialist II	6101.00	35.20	59.84
	Records Coordinator			
19	Benefit Analyst	6707.00	38.69	65.78
	Contracts Coordinator			
	Customer Service Coordinator			
	Executive Assistant			
	Finance Coordinator			
	Payroll Coordinator			
	Utility Services Advisor I			
	Water and Wastewater Systems Coordinator			

20	Accountant Engineer I Financial Analyst I Power Analyst I Utility Grant Writer and Analyst	7382.00	42.59	72.40
21	Business Systems Analyst Engineer II Network Administrator Senior Accountant Systems Administrator Utility Land Surveyor Utility Services Supervisor WWW Supervisor	8117.00	46.83	79.61
22	Customer Service Supervisor Financial Analyst II Materials Superintendent Network Engineer Power Analyst II	8932.00	51.53	87.60
23	Assistant Operations Superintendent Communications & Government Relations Manager Engineer III Facilities Maintenance Supervisor Senior Systems Administrator Sr. Civil Engineer WWW Superintendent	9823.00	56.67	96.34
24	Broadband Supervisor Procurement & Facilities Supervisor Sr. Electrical Engineer	10807.00	62.35	105.99
25	Controller/Auditing Officer Distribution System Supervisor Finance Manager/Treasurer Human Resources Manager Information Technology Manager Operations Superintendent Safety Manager Transmission & Substation Systems Supervisor	11886.00	68.57	116.57

WWW Systems Manager

26	Engineering Manager Power Supply Manager Operations Manager	13075.00	75.43	128.24
27	General Superintendent	14384.00	82.98	141.07
28	Assistant General Manager	15823.00	91.29	155.19
29	General Council	17404.00	100.41	170.69

Utility Costs - May 1, 2023 - April 30 2024 @ 70% Markup

Classification "A"

(st.*1.70)

(s.t*1.70)+(s.t*1.15)

	Basic	Utility	O.T.	
	Rate	Rate	Rate	Utility O.T. Rate
Line Foreman	71.26	121.14	142.52	203.09
Line Foreman/Forks/Clallam Bay/Sekiu (M/F)	72.96	124.03	145.92	207.94
Lineman	63.34	107.68	126.68	180.52
Lineman/Forks (M/F)	64.85	110.25	129.70	184.82
Lineman/Clallam Bay/Sekiu w/water certification	65.40	111.18	130.80	186.39
Serviceman Rep(M/F)	68.41	116.30	136.82	194.97
Serviceman Rep/Forks/Clallam Bay/Sekiu (M/F)	70.04	119.07	140.08	199.61
Serviceman Rep /Clallam Bay/Sekiu w/water certification				
. 1st 6 months	70.69	120.17	141.38	201.47
. After 6 months	72.96	124.03	145.92	207.94
Service Lineman (M/F)	63.34	107.68	126.68	180.52
Apprentice Lineman(M/F)				
. 1st 6 months	47.51	80.77	95.02	135.40
. 2nd 6 months	49.41	84.00	98.82	140.82
. 3rd 6 months	52.26	88.84	104.52	148.94
. 4th 6 months	54.16	92.07	108.32	154.36
. 5th 6 months	57.01	96.92	114.02	162.48
. 6th 6 months	58.59	99.60	117.18	166.98
Boom and Winch Operator	43.24	73.51	86.48	123.23
Brushing Operator	43.24	73.51	86.48	123.23
Directional Bore Operator	46.48	79.02	92.96	132.47
Equipment Operator	44.26	75.24	88.52	126.14

Right-Of-Way Maintenance Operator					
.	1st 6 months	35.86	60.96	71.72	102.20
.	2nd 6 months	39.44	67.05	78.88	112.40
.	3rd 6 months	43.24	73.51	86.48	123.23
.	After 18 months	44.26	75.24	88.52	126.14
Operations Assistant					
.	1st 6 months	29.28	49.78	58.56	83.45
.	2nd 6 months	33.28	56.58	66.56	94.85
.	3rd 6 months	37.58	63.89	75.16	107.10
.	After 18 months	41.41	70.40	82.82	118.02
Operations Specialist I					
.	1st 6 months	27.88	47.40	55.76	79.46
.	2nd 6 months	34.60	58.82	69.20	98.61
.	After 1 year	40.20	68.34	80.40	114.57
Operations Specialist II, A		41.68	70.86	83.36	118.79
Operations Specialist II, B		42.43	72.13	84.86	120.93
Classification "A"					
				O.T.	
		Basic	Utility	Rate	Utility
		Rate	Rate		O.T. Rate
Tree Trimmer Foreman		53.31	90.63	106.62	151.93
Tree Trimmer		47.64	80.99	95.28	135.77
Apprentice Tree Trimmer					
1st 6 months (75.0% of Journeyman Tree					
Trimmer)		35.73	60.74	71.46	101.83
2nd 6 months (81.0% of Journeyman Tree					
Trimmer)		38.59	65.60	77.18	109.98
3rd 6 months (87.0% of Journeyman Tree					
Trimmer)		41.45	70.47	82.90	118.13
After 18 months (92.5% of Journeyman Tree					
Trimmer)		44.07	74.92	88.14	125.60
Tree Trimming/Brushing Assistant					
.	1st 6 months	29.28	49.78	58.56	83.45
.	2nd 6 months	33.28	56.58	66.56	94.85
.	3rd 6 months	37.58	63.89	75.16	107.10
.	After 18 months	41.41	70.40	82.82	118.02

Substation Foreman	72.12	122.60	144.24	205.54
Substation Technician	64.11	108.99	128.22	182.71
Electrician	58.98	100.27	117.96	168.09
Relay Technician	72.11	122.59	144.22	205.51
Meter Foreman	68.45	116.37	136.90	195.08
Meter Technician	60.84	103.43	121.68	173.39
Apprentice Meter Technician				
1st 6 months (75.0% of Meter Technician)	45.63	77.57	91.26	130.05
2nd 6 months (78.0% of Meter Technician)	47.46	80.68	94.92	135.26
3rd 6 months (82.5% of Meter Technician)	50.19	85.32	100.38	143.04
4th 6 months (85.5% of Meter Technician)	52.02	88.43	104.04	148.26
5th 6 months (90.0% of Meter Technician)	54.76	93.09	109.52	156.07
6th 6 months (92.5% of Meter Technician)	56.28	95.68	112.56	160.40
Meter Helper				
. 1st 6 months	28.18	47.91	56.36	80.31
. 2nd 6 months	30.63	52.07	61.26	87.30
. 3rd 6 months	33.70	57.29	67.40	96.05
. After 18 months	37.57	63.87	75.14	107.07
Substation & Meter Foreman	60.52	102.88	121.04	172.48
Substation & Meter Technician	53.81	91.48	107.62	153.36
Apprentice Substation & Meter Tech				
. 1st 6 months	40.36	68.61	80.72	115.03
. 2nd 6 months	41.70	70.89	83.40	118.85
. 3rd 6 months	43.05	73.19	86.10	122.69
. 4th 6 months	44.39	75.46	88.78	126.51
. 5th 6 months	45.74	77.76	91.48	130.36
. 6th 6 months	47.08	80.04	94.16	134.18
. 7th 6 months	48.43	82.33	96.86	138.03
. 8th 6 months	49.77	84.61	99.54	141.84
Substation/Equipment Technician	53.81	91.48	107.62	153.36

Apprentice Substation/Equipment Tech					
.	1st 6 months	40.63	69.07	81.26	115.80
.	2nd 6 months	41.97	71.35	83.94	119.61
.	3rd 6 months	44.39	75.46	88.78	126.51
.	4th 6 months	46.01	78.22	92.02	131.13
.	5th 6 months	48.43	82.33	96.86	138.03
.	6th 6 months	49.77	84.61	99.54	141.84
Communications/Electronics Technician					
.	Step 1	48.28	82.08	96.56	137.60
.	Step 2	50.70	86.19	101.40	144.50
.	Step 3	53.09	90.25	106.18	151.31
Substation & Equipment Helper					
.	Step 1	27.88	47.40	55.76	79.46
.	Step 2	34.17	58.09	68.34	97.38
.	Step 3	40.74	69.26	81.48	116.11
Electric Equipment & Environmental Specialist					
.	Step 1	31.00	52.70	62.00	88.35
.	Step 2	38.01	64.62	76.02	108.33
.	Step 3	45.31	77.03	90.62	129.13
Substation and Meter Helper					
.	Step 1	27.88	47.40	55.76	79.46
.	Step 2	34.17	58.09	68.34	97.38
.	Step 3	40.74	69.26	81.48	116.11
Substation & Meter Specialist					
.	Step 1	29.31	49.83	58.62	83.53
.	Step 2	35.92	61.06	71.84	102.37
.	Step 3	42.82	72.79	85.64	122.04
Meter Reader/AMR Helper					
.	1st 6 months	28.18	47.91	56.36	80.31
.	2nd 6 months	30.63	52.07	61.26	87.30
.	3rd 6 months	33.70	57.29	67.40	96.05
.	After 18 months	37.57	63.87	75.14	107.07
Auto Shop					
Foreman		50.98	86.67	101.96	145.29
Mechanic, Class I		39.80	67.66	79.60	113.43
Mechanic, Class II, after 12 months		43.53	74.00	87.06	124.06
Mechanic, Class III, after 24 months		46.08	78.34	92.16	131.33

West End Mechanic, Class I	39.80	67.66	79.60	113.43
West End Mechanic, Class II, after 12 months	43.53	74.00	87.06	124.06
West End Mechanic, Class III, after 24 months	46.08	78.34	92.16	131.33
Auto Shop Helper	18.77	31.91	37.54	53.49
Auto Shop Assistant				
. Step 1	22.94	39.00	45.88	65.38
. Step 2	25.11	42.69	50.22	71.56
. Step 3	27.32	46.44	54.64	77.86
. Step 4	29.48	50.12	58.96	84.02
. Step 5	31.50	53.55	63.00	89.78
Automotive Mechanic Trainee				
1st 6 months (50% of Mechanic, Class I Rate)	19.90	33.83	39.80	56.72
2nd 6 months (78% of Mechanic, Class I Rate)	31.04	52.77	62.08	88.46
3rd 6 months (82.5% of Mechanic, Class I Rate)	32.84	55.83	65.68	93.59
4th 6 months (85.5% of Mechanic, Class I Rate)	34.03	57.85	68.06	96.99
5th 6 months (90% of Mechanic, Class I Rate)	35.82	60.89	71.64	102.09
6th 6 months (92.5% of Mechanic, Class I Rate)	36.82	62.59	73.64	104.94
Classification "A"				
	Basic	Utility	O.T.	
	Rate	Rate	Rate	Utility
				O.T. Rate
Maintenance Foreman	45.37	77.13	90.74	129.30
Facilities Assistant				
. 1st 6 months	28.48	48.42	56.96	81.17
. 2nd 6 months	32.29	54.89	64.58	92.03
. 3rd 6 months	36.40	61.88	72.80	103.74
. After 18 months	39.95	67.92	79.90	113.86

Flagging/Facilities Helper					
.	1st 6 months	24.31	41.33	48.62	69.28
.	2nd 6 months	27.01	45.92	54.02	76.98
.	3rd 6 months	30.01	51.02	60.02	85.53
.	After 18 months	33.37	56.73	66.74	95.10
Facilities					
Custodian					
.	1st 6 months	20.34	34.58	40.68	57.97
.	2nd 6 months	22.59	38.40	45.18	64.38
.	3rd 6 months	25.10	42.67	50.20	71.54
.	After 18 months	27.89	47.41	55.78	79.49
Warehouse Foreman		45.37	77.13	90.74	129.30
Storeskeeper					
.	1st 6 months	28.42	48.31	56.84	81.00
.	2nd 6 months	32.77	55.71	65.54	93.39
.	3rd 6 months	37.38	63.55	74.76	106.53
.	After 18 months	41.55	70.64	83.10	118.42
Inventory Control Specialist					
.	Step 1	25.68	43.66	51.36	73.19
.	Step 2	28.28	48.08	56.56	80.60
.	Step 3	32.51	55.27	65.02	92.65
.	Step 4	35.74	60.76	71.48	101.86
.	Step 5	39.32	66.84	78.64	112.06
Materials Specialist					
.	Step 1	24.25	41.23	48.50	69.11
.	Step 2	26.69	45.37	53.38	76.07
.	Step 3	30.67	52.14	61.34	87.41
.	Step 4	33.73	57.34	67.46	96.13
.	Step 5	37.14	63.14	74.28	105.85
Materials Assistant					
.	Step 1	22.94	39.00	45.88	65.38
.	Step 2	25.10	42.67	50.20	71.54
.	Step 3	27.32	46.44	54.64	77.86
.	Step 4	29.48	50.12	58.96	84.02
.	Step 5	31.50	53.55	63.00	89.78
Pool Flagger		27.41	46.60	54.82	78.12
		18.77	31.91	37.54	53.49

Student Brush Cutter****full-Time College Student(used for brush cutting purposes only)****Classification "BA "**

	Basic Rate	Utility Rate	O.T. Rate	Utility O.T. Rate
Meter Reader Class I	40.61	69.04	81.22	115.74
Meter Reader Class II				
. 1st 6 months	28.18	47.91	56.36	80.31
. 2nd 6 months	30.63	52.07	61.26	87.30
. 3rd 6 months	33.70	57.29	67.40	96.05
. After 18 months	37.57	63.87	75.14	107.07
Meter Reader Class III				
. 1st 6 months	27.51	46.77	55.02	78.40
. After 6 months	30.63	52.07	61.26	87.30
Lead Customer Service Rep				
. Step 1	24.59	41.80	49.18	70.08
. Step 2	26.80	45.56	53.60	76.38
. Step 3	29.22	49.67	58.44	83.28
. Step 4	31.52	53.58	63.04	89.83
. Step 5	33.70	57.29	67.40	96.05
Credit/Collection Specialist				
. Step 1	25.96	44.13	51.92	73.99
. Step 2	27.58	46.89	55.16	78.60
. Step 3	29.22	49.67	58.44	83.28
. Step 4	30.81	52.38	61.62	87.81
. Step 5	32.47	55.20	64.94	92.54
Customer Service Representative, Support Clerk				
. Step 1	22.61	38.44	45.22	64.44
. Step 2	24.59	41.80	49.18	70.08
. Step 3	26.80	45.56	53.60	76.38
. Step 4	28.94	49.20	57.88	82.48
. Step 5	30.91	52.55	61.82	88.09

Customer Service Receptionist

Step 1	21.94	37.30	43.88	62.53
Step 2	26.00	44.20	52.00	74.10

Customer Service Support Specialist

Step 1	25.96	44.13	51.92	73.99
Step 2	27.58	46.89	55.16	78.60
Step 3	29.22	49.67	58.44	83.28
Step 4	30.81	52.38	61.62	87.81
Step 5	32.47	55.20	64.94	92.54

Customer Information & Meter Support Specialist

Step 1	29.11	49.49	58.22	82.96
Step 2	31.15	52.96	62.30	88.78
Step 3	33.43	56.83	66.86	95.28
Step 4	34.60	58.82	69.20	98.61
Step 5	35.81	60.88	71.62	102.06

Computer Operations Specialist

Step 1	23.05	39.19	46.10	65.69
Step 2	25.10	42.67	50.20	71.54
Step 3	27.33	46.46	54.66	77.89
Step 4	29.50	50.15	59.00	84.08
Step 5	31.52	53.58	63.04	89.83

Classification "BA"

	Basic Rate	Utility Rate	O.T. Rate	Utility O.T. Rate
Engineering Technician I				
1st 6 months	33.04	56.17	66.08	94.16
2nd 6 months	34.02	57.83	68.04	96.96
3rd 6 months	35.01	59.52	70.02	99.78
4th 6 months	35.98	61.17	71.96	102.54
5th 6 months	36.98	62.87	73.96	105.39

Engineering Technician II

.	1st 6 months	37.95	64.52	75.90	108.16
.	2nd 6 months	38.56	65.55	77.12	109.90
.	3rd 6 months	39.18	66.61	78.36	111.66
.	4th 6 months	39.80	67.66	79.60	113.43
.	5th 6 months	40.41	68.70	80.82	115.17

GIS Specialist

.	1st 6 months	41.24	70.11	82.48	117.53
.	2nd 6 months	42.05	71.49	84.10	119.84
.	3rd 6 months	42.88	72.90	85.76	122.21
.	4th 6 months	43.69	74.27	87.38	124.52
.	5th 6 months	44.50	75.65	89.00	126.83

Sr Power Systems Project Coord

.	1st 6 months	45.41	77.20	90.82	129.42
.	2nd 6 months	46.31	78.73	92.62	131.98
.	3rd 6 months	47.21	80.26	94.42	134.55
.	4th 6 months	48.12	81.80	96.24	137.14
.	5th 6 months	49.01	83.32	98.02	139.68

Power Systems Project Coord

.	1st 6 months	41.24	70.11	82.48	117.53
.	2nd 6 months	42.05	71.49	84.10	119.84
.	3rd 6 months	42.88	72.90	85.76	122.21
.	4th 6 months	43.69	74.27	87.38	124.52
.	5th 6 months	44.50	75.65	89.00	126.83



AGENDA ITEM SUMMARY

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

3a
AUG 29 2023

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 08/29/2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is DCD's recommendation to award the contract for the Lower Dungeness River Levee Slope Repair Project to the lowest responsible bidder, Scarsella Bros., Inc. of Seattle, WA at their bid price of \$164,640.00.

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

This item is included in the 2023 budget.

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

That the Commissioners authorize the award of the contract to Scarsella Bros., Inc., then authorize the Chair to sign the award letter and later sign the contracts when they are received back from the contractor with all necessary paperwork.

County Official signature & print name:  Bruce Emery

Name of Employee/Stakeholder attending meeting: Bruce Emery & Joe Donisi

Relevant Departments: DCD & Public Works

Date submitted: 08/23/2023

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

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



CLALLAM COUNTY
Department of Community Development
County Courthouse
223 E. 4th St., Suite 5
Port Angeles, WA 98362-3015
Phone: (360) 417-2323
Fax: (360) 417-2443

bruce.emery@clallamcountywa.gov

August 23, 2023

Honorable Board of Clallam County Commissioners
Clallam County Courthouse
223 E. Fourth St., Suite 4
Port Angeles, WA 98362

Re: Bid Award – Lower Dungeness River Levee Slope Repair

Commissioners:

Yesterday, August 22, 2023, the Board of Commissioners opened bids for the Lower Dungeness River Levee Slope Repair Project. The lowest responsible bidder for this project was Scarsella Bros., Inc. of Seattle, Washington. A bid tabulation sheet is attached showing the results of that bid opening.

We recommend the award of this contract to Scarsella Bros., Inc. at their total bid price of \$164,640.00, including tax. We also recommend that you authorize execution of the contracts by the Chair of the Board once the Contractor has approved and signed the contracts and returned them with the required proof of insurance and U.B.I. certification.

Thank you for your consideration regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Bruce W. Emery".

Bruce Emery, Director
Department of Community Development

() APPROVED
() DISAPPROVED

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Date: _____

BID TABULATION SHEET - "LOWER DUNGENESS RIVER LEVEE SLOPE REPAIR PROJECT" - BID OPENING "August 22, 2023"

				Scarsella Bros., Inc. P.O. Box 68687 Seattle, WA 98168-0697 360-874-7173		Bruch & Bruch Const., Inc. P.O. Box 250 Port Angeles, WA 98362 360-452-5388		Del Hur Industries, Inc. P.O. Box 1116 Port Angeles, WA 98362-0201 360-457-1133		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
1	1	EST	MINOR CHANGES	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	1	LS	RECORD DRAWINGS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3	1	LS	CONTRACTOR SURVEYING - ROADWAY	\$5,000.00	\$5,000.00	\$7,450.00	\$7,450.00	\$5,986.00	\$5,986.00	\$6,000.00	\$6,000.00
4	1	LS	STORMWATER POLLUTION PREVENTION PLAN	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00
5	1	LS	SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN	\$2,200.00	\$2,200.00	\$1,750.00	\$1,750.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00
6	1	LS	UTILITY COORDINATION	\$500.00	\$500.00	\$2,800.00	\$2,800.00	\$5,400.00	\$5,400.00	\$2,000.00	\$2,000.00
7	1	LS	MOBILIZATION / DEMOBILIZATION	\$50,390.00	\$50,390.00	\$35,600.00	\$35,600.00	\$28,680.00	\$28,680.00	\$10,000.00	\$10,000.00
8	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	\$1,000.00	\$1,000.00	\$3,800.00	\$3,800.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00
9	1	EST	ROADSIDE CLEANUP	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
10	53	CY	ROADWAY EXCAVATION INCL. HAUL	\$80.00	\$4,240.00	\$85.00	\$4,505.00	\$75.50	\$4,001.50	\$40.00	\$2,120.00
11	305	CY	PRESSURE RELIEF EXCAVATION INCL. HAUL	\$55.00	\$16,775.00	\$74.00	\$22,570.00	\$177.30	\$54,076.50	\$65.00	\$19,825.00
12	236	TON	CRUSHED SURFACING BASE COURSE	\$60.00	\$14,160.00	\$89.50	\$21,122.00	\$75.90	\$17,912.40	\$55.54	\$13,107.44
13	220	CY	HORIZONTAL DRAINAGE BLANKET INCL. HAUL	\$125.00	\$27,500.00	\$106.00	\$23,320.00	\$96.95	\$21,329.00	\$55.00	\$12,100.00
14	85	CY	HORIZONTAL DRAINAGE FILTER INCL. HAUL	\$125.00	\$10,625.00	\$96.00	\$8,160.00	\$96.95	\$8,240.75	\$55.00	\$4,675.00
15	30	TON	QUARRY SPALLS	\$70.00	\$2,100.00	\$215.00	\$6,450.00	\$75.90	\$2,277.00	\$60.00	\$1,800.00
16	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION	\$7,500.00	\$7,500.00	\$6,870.00	\$6,870.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
17	295	LF	WATTLE	\$20.00	\$5,900.00	\$22.00	\$6,490.00	\$7.00	\$2,065.00	\$5.00	\$1,475.00
18	1	LS	FISH EXCLUSION	\$500.00	\$500.00	\$2,172.00	\$2,172.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
19	1	EST	DEFISHING	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
			TOTAL		\$164,640.00		\$170,559.00		\$184,268.15		\$110,602.44



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AGENDA ITEM SUMMARY

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

AUG 29 2023

Department: Public Records

WORK SESSION ☒ **Meeting Date: 08-21-23**

REGULAR AGENDA ☒ **Meeting Date: 08-29-23**

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 5.100 Consolidated Fee Schedule – Records Fees 110-A needs to be updated. Review Ordinance and request a call for hearing to be held Tuesday, September 12, 2023, at 10:30 a.m.

The Ordinance has been reviewed and approved by the Prosecuting Attorney's Office.

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?)

Review Ordinance and request a call for hearing to be held Tuesday, September 12, 2023, at 10:30 a.m.

County Official signature & print name: _____ Kelly Gonzalez 

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Kelly Gonzalez – Public Records

Relevant Departments: Board of Commissioners, Public Records Department, Prosecuting Attorney's Office

Date submitted: August 16, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Records Fee Schedule 110-A Notice AIS fnl.docx
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Proposed Clallam County Ordinance
Amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule –
Records Fee Schedule 110-A

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, September 12, 2023, at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website:

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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

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

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

FORMAL IDENTIFICATION: Public Records 110-A

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Proposed changes can be viewed at: <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: September 1, 2023
Bill: Public Records Department

Loni Gores, MMC, Clerk of the Board

Ordinance _____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Records Fees 110-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.100.110, Records fees 110-A is amended to read as follow:

See attached Records fees schedule 110-A:

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores
MMC, Clerk of the Board

RECORDS FEE SCHEDULE 110-A

**EFFECTIVE ~~JULY 23,~~
2017SEPTEMBER 12, 2023**

COPIES OF PUBLIC RECORDS <u>RCW 42.56</u>	FEE	REFERENCE
Photocopies, printed copies of electronic records or for the use of agency equipment to make photocopies	15 cents/page	RCW 42.56.120
Scanned records, or use of agency equipment for scanning	10 cents/page	RCW 42.56.120
Records uploaded to E-mail or cloud-based data storage device or other means of electronic delivery	5 cents/each 4 electronic files or attachment	RCW 42.56.120
Records transmitted in electronic format	10 cents/gigabyte	RCW 42.56.120
<u>CD/DVD</u>	<u>Actual cost of digital storage device</u>	<u>RCW 42.56.120</u>
<u>Postage</u>	<u>Actual cost</u>	<u>RCW 42.56.120</u>
<u>Envelope/mailling container</u>	<u>Actual cost</u>	<u>RCW 42.56.120</u>
<u>Tasks performed by technical/management Personnel, e.g., IT data compilations, specialized access, etc. ; i.e. IT</u>	<u>Actual cost</u>	<u>RCW 42.56.120</u>
<u>Body Worn Camera Video Redaction</u>	<u>Costs of required redaction and editing</u>	<u>RCW 42.56.240(14)(f)</u>
<u>OTHER RECORDS</u>	<u>FEE</u>	
Microfilm reader	15 cents/page	
Assessor survey map (color)	\$10 each	
Existing Comprehensive plan/zoning, road maps, or other large scale maps (GIS will not create custom maps)	\$25 per sheet	
Black and white section map	\$5 per sheet	
Color Maps 18" x 24" 24" x 36" 36" x 48" 36" x 72"	\$6.25/sheet \$12.50/sheet \$25/sheet \$37.50/sheet	
CD/DVD	\$7	
Postage	Actual cost	
Tax/billing file, tax roll, delinquent property	\$35/each	
Assessment file—includes real property value, sales, improvements, land segments	\$45/set	
GIS-based technical assistance	\$6445/hour	

RATES FOR RECORDS' TASKS	FEE	REFERENCE
Performed by technical/management personnel; i.e. IT, GIS	\$45/hour [†]	

[†] Calculated at Salary Range 62, Step 9, includes indirect costs for IT, GIS, engineering, management and professional personnel

* The salary ranges and steps are established by resolution adopted by the Board of County Commissioners and are incorporated herein, as amended.

DRAFT



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AGENDA ITEM SUMMARY

AUG 29 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 8/21/23

REGULAR AGENDA ☒ **Meeting Date:** 8/29/23

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Developmental Disabilities Advisory Committee due to the expiration of terms.

A press release was issued during the month of July 2023 soliciting applications from interested citizens. Two applications were received.

Health and Human Services Deputy Director endorses the appointments of Jasmine Grenot and Roberta Stoneman to the Developmental Disabilities Advisory Committee.

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

None

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

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

Date submitted: 8-15-23

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

DDAC Grenot & Stoneman 9-5-23
Revised: 3-04-2019

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



4b

RESOLUTION _____, 2023

APPOINTING MEMBERS TO THE
DEVELOPMENTAL DISABILITIES ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Developmental Disabilities Advisory Committee due to the expiration of terms.
2. A press release was issued during the month of July 2023 soliciting applications from interested citizens. Two applications were received.
3. Health and Human Services Deputy Director endorses the appointments of Jasmine Grenot and Roberta Stoneman to the Developmental Disabilities Advisory Committee.

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

1. **Jasmine Grenot** is appointed to serve on the Developmental Disabilities Advisory Committee for a term ending December 31, 2025.
2. **Roberta Stoneman** is appointed to serve on the Developmental Disabilities Advisory Committee for a term ending December 31, 2024.

PASSED AND ADOPTED this 5th day of September 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

A22.163
Appointee(s)
HHS



5a
AUG 29 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 8-21-2023

REGULAR AGENDA ☒ Meeting Date: 8-29-2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Planning Commission completed their review and public hearing process regarding revisions to the Clallam County Sign Ordinance on March 1, 2023. The Clallam County Board of Commissioners held public hearings on April 11, 2023 and May 2, 2023. The Board requested the Planning Commission relook at the ordinance and provide a final recommendation. The Planning Commission completed their review and voted 6-2 to forward a recommendation back to the Board. The Board met on July 3, 2023 to discuss the completed review of the Planning Commission and decided to table a decision until they could review the Planning Commission's discussion and reach out to stakeholders for comment. During the work session on August 14, 2023 the Board of Commissioners requested DCD staff to add standards for electronic signs to be permissible in the Eastern Urban Growth Area of Port Angeles. Staff has added the proposed standards to section CCC 33.57.060 in order to help mitigate the concerns of electric signs in Clallam County.

(3) Electronic signs are prohibited outside of the Eastern Port Angeles Urban Growth Area unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station. Electronic signs are permitted within the Eastern Urban Growth Area of Port Angeles provided they meet the following standards:

- a. Only one sign on the property may be an electronic sign;
- b. The electronic portion of a multiple-business complex sign is limited to 32 square feet in size;
- c. All electronic signs shall be equipped with automatic dimming capabilities;
- d. The brightness of the sign shall be no greater than 0.3 foot candles above ambient light (includes day and night);
- e. Messages shall remain static for a minimum 10 seconds and shall change instantaneously, avoiding startling flashing of lights or distracting movements.

* 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)

f. Sign shall not contain any animation.

g. Messages shall relate to the business on-premise, however, if approached by a community organization the sign owner is encouraged to advertise events occurring in the County.

h. Photo quality images may not be displayed behind text.

This language had been reviewed by the Planning Commission prior to their final recommendation to forward an ordinance that would prohibit electronic signs throughout the County. The Board should now hold a public hearing with the requested language in the ordinance for comment by the public.

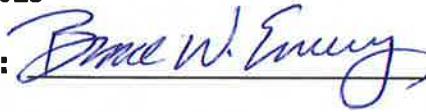
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

Call for Hearing to be held September 12, 2023

County Official signature & print name:

 Bruce Emery

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

Relevant Departments: DCD

Date submitted: 8-16-2023

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

Agenda8-21-2023
Revised: 3-04-2019

PUBLIC HEARING
Proposed Ordinance titled "Signs"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, September 12, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, amending and adding definitions to the Sign Ordinance.

SUMMARY OF PROPOSAL: Clallam County is proposing revisions to the Sign Ordinance in order to update the Goals and Intent of the sign code, add 17 new definitions to help identify different types of signs previously undefined, revise Exempt and Prohibited signs to ensure content neutral standards, clarify permitting requirements, add standards for freestanding and façade signs and allow electronic signs in the Eastern UGA of Port Angeles only, remove specific zones listed in code, clarify nonconforming signs, and add language to streamline enforcement actions.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: September 2 and September 9

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

An ordinance amending Clallam County Code Chapter 33.57 Signs

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 33.57.010. ~~Goals and intent~~Purpose is amended to read as follows:

~~— (1) The goals of these sign regulations are:~~

~~(1a) To exempt certain signs from permitting requirements, prohibit specific signs as listed herein, and to establish minimum standards and permitting requirements for signs neither prohibited or allowed outright; encourage the effective use of signs as a means of communication in the County;~~

~~(b) To maintain and enhance the visual environment and the County's ability to attract sources of economic development and growth;~~

~~(2e) To minimize excessive lighting in rural Clallam County along designated scenic highways;~~

~~(3d) To maintain and enhance-not impede scenic views along the County's scenic highways;~~

~~(4e) To improve traffic and pedestrian safety and to eliminate-minimize distractions to vehicle drivers;~~

~~(5f) To minimize the potential adverse effects of signs on nearby public and private property;~~

~~(6) To prevent damage and personal injury from signs improperly constructed;~~

~~(7g) To ensure compliance with the Scenic Vistas Act and the Growth Management Act; and~~

~~(8h) To enable the fair and consistent enforcement of these sign regulations.~~

~~This chapter is adopted under the zoning authority of the County in furtherance of the more general purposes set forth in this title.~~

~~— (2) It is the intent of this chapter that signs may be erected, placed, established, painted, created or maintained in the County only in conformance with the standards, procedures, exemptions and other requirements of this chapter. The intent of this chapter, as more specifically set forth herein, is:~~

~~— (a) To permit a variety of types of signs in commercial and industrial zones and a limited variety of signs in other zones, subject to the standards of this chapter;~~

~~— (b) To permit certain signs which are small, unobtrusive, and incidental to the principal use of the lots on which they are located; provided, that these types of signs are not portable signs which often cause safety problems due to blockage of vehicle/pedestrian sight lines and are further subject to the substantive requirements of this chapter;~~

~~— (c) To bring existing, nonconforming signs which exceed an area/height/number cap set in this chapter into compliance with these standards after a set period of time in order to further the goals and intent set forth in this chapter;~~

~~— (d) To prohibit signs not expressly permitted by this chapter; and~~

~~— (e) To provide for monitoring and compliance with the provisions of this chapter. This chapter distinguishes between signs by their structural type and duration of use but to the maximum extent possible does not distinguish between signs by their content. Certain types of signs are classified as temporary if they are only up for a short and specified period of time. Signs required by law, public signs required for safety, and public signage, the purpose of which is to inform the traveling public of public roadside facilities, are exempt from the ordinance requirements.~~

Section 33.57.020. Definitions is amended to read as follows:

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular. The word "shall" is mandatory; the word "may" denotes a use of administrative discretion in making a

decision. The words “used” or “occupied” shall be considered as though followed by the words “or intended, maintained, arranged or designated to be used or occupied.”

(1) “Abandoned sign” means a sign that, for a period of more than six (6) months, no longer correctly identifies, exhorts, or advertises any person, business, lessor, lessee owner, product or activity conducted or available on or off the premises on which the sign is located. Signage on a property which is continuously listed for sale or lease shall not be considered abandoned. ~~for a period of six (6) months after which it shall be considered abandoned and subject to conformance with this chapter.~~

(2) “Administrator” means the Director of the Clallam County Department of Community Development or ~~their~~ his/her designee.

(3) “Advertising” means to announce publicly by emphasizing a printed notice or to call public attention to desirable qualities so as to arouse a desire to buy or patronize. This also includes logos, borders, backgrounds and accents.

~~(4) “A-frame sign” or “Sandwich Board sign” means two usually hinged boards not permanently attached to the ground and generally oriented to pedestrians.~~

~~(5) “Alter” means to change the structure of a sign in height, foundation, size, weight, materials or design in a manner that would require issuance of a building permit, not merely the change of copy. This definition specifically excludes the content or message present in the sign.~~

~~(6) “Animation” means the manipulation of electronic images in order to create moving images; or a sign depicting action, motion, light, or color changes through electrical or mechanical means.~~

~~(7) “Awning” means a shelter extending from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.~~

~~(8) “Backlit sign” means a sign whose face is illuminated from behind.~~

~~(9) “Banner sign” means a flexible substrate on which copy or graphics are displayed. These signs can be mounted to a structure with a cord, rope, cable, or a similar method, or that may be supported by stakes in the ground. These signs are considered a temporary sign unless affixed to a building.~~

(104) “Building frontage” means the linear frontage of a building facing an abutting public or private street. When a building fronts on multiple streets, the building frontage shall be the one building front that would result in the greatest linear frontage.

~~(11) “Copy” means the words, logos, symbols, or message displayed on a sign.~~

~~(12) “Digital or Electronic components” means changeable copy that uses illumination (LED-light emitting diodes, LCD-light crystal display, plasma display, individual light bulbs) to display or project copy.~~

~~(13) “Electronic sign” means a changeable sign that generally uses a matrix of illumination elements (such as light emitting diodes (LED), liquid crystal display (LCD), plasma display, individual light bulbs, or other digital analog electronic media) capable of displaying words, symbols, figures, images, or graphics that can be electronically programmed to change automatically.~~

~~(14) “Exterior illuminated sign” means a sign illuminated by a light source that is directed toward and shines on the face of a sign.~~

~~(5) “Community event sign” means a temporary informational sign that pertains exclusively to a specific upcoming event sponsored by a nonprofit organization or by a governmental entity and is removed soon after the event.~~

~~(6) “Construction sign” means a temporary informational sign that identifies the architect, engineers, contractors, suppliers or grant agencies involved in construction project or announces the character of the building and is removed soon after completion of construction.~~

~~(7) "Election sign" means any sign which serves to influence, is intended to influence, or appears to be of the type which is commonly erected to influence, an election or ballot proposition.~~

(158) "Facade sign" means a sign which is attached parallel to and within nine (9) inches of the wall of a building, or vertical face of an awning or parapet which is supported by and confined within the limits of such wall, awning or parapet and which displays only one sign surface. "Facade sign" also includes signs affixed to (within nine (9) inches at one point) or painted on an awning, canopy or roof so long as they do not extend above the primary roofline or more than eight (8) feet from the outside edge of the building. Soft drink dispensing machines will be considered a facade sign if located within nine (9) inches of the building.

~~(16) "Fade" means a mode of message transition on a digital sign accomplished by varying light intensity or color, where the first message gradually grows faint and disappears.~~

~~(17) "Feather, Flutter, Flag, or Blade sign" means a freestanding portable sign that contains a harpoon-style pole or staff driven into the ground for support that resembles a sail or flag made of fabric, or nylon, or a flexible material.~~

(189) "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a repetitive pattern at less than one-minute intervals, or uses electrical energy to provide motion or the optical illusion of motion.

~~(194)~~ "Freestanding sign" means a sign which is supported by permanent uprights, pole or braces to the ground and which is not connected to a building.

~~(204)~~ "Grade" means the average elevation of the natural ground surface immediately below the sign before construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign; and provided, that when the elevation of the natural ground surface of a freestanding/monument sign is below the grade of the edge of the adjacent roadway, then the height of a freestanding or monument sign shall be measured from the grade at the outer edge of the roadway nearest the proposed sign location.

~~(214)~~ "Grand opening sign" means a temporary sign of no more than thirty (30) days' duration announcing the new opening of a store or a complete change in ownership or product line sold.

~~(224)~~ "Illuminated sign" means any sign illuminated in any manner by an on-site artificial light source. ~~These signs include both exterior-illuminated and backlit signs.~~

~~(23) "Illegal sign" means any sign placed without proper approval or permits as required by any applicable zoning or building code and also any sign placed contrary to the terms of time limits of any permit, or out of compliance with any applicable code.~~

~~(24) "Legal Nonconforming sign" means any sign in existence within the County on the date of adoption of Ordinance 694 codified in the year 2000 which did not conform to all applicable laws in effect on the date the sign was originally erected. Also, those signs permitted under Ordinance 694 that do not conform to the standards herein.~~

~~(25) "Marquee" means a permanent, roof-like canopy with an integral sign that extends from part or all of the building face that may or may not project over a public right-of-way.~~

~~(26) "Memorial sign" means a sign memorializing a person, event, or significance related to a site, building, or structure.~~

~~(274)~~ "Monument sign" means a ground-related, freestanding sign which is attached to the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face. ~~Banner signs on fences are considered a form of monument sign and are only allowed to be placed temporarily. Signs on fences are considered a form of monument sign.~~

~~(284)~~ "Multiple-business complex" means a group of structures housing at least two (2) separate businesses or agencies operating under separate State tax numbers, or a single structure

containing more than one business with separating walls and at least one outside or inside access for each business which shares a common lot, access and/or parking facility operating under separate State tax numbers.

~~— (16) “Multiple business complex sign” means a sign that is designated to identify a multiple business complex including directory signs for businesses within the complex.~~

(2917) “Mural” means an outdoor wall painting on a building which consists exclusively of paint applied to the wall or to framework attached within nine (9) inches of the wall and which contains no advertising.

(3048) “Noise” means any intended or unintended sound created by the sign or its installed equipment which exceeds forty (40) decibels as measured from the nearest point adjacent to the property or place of business, whichever is closer.

~~(19) “Nonconforming sign” means any sign in existence within the County on the date of adoption of the ordinance codified in this chapter which does not conform with the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.~~

(31) “Permanent sign” means a sign attached to a building, structure, or the ground, in a manner that enables the sign to resist environmental loads, such as wind, and precludes ready removal or movement of the sign.

(3220) “Portable sign” or “Movable sign” means any ~~moveable~~ sign which is not permanently affixed to the ground or a structure or building. This definition includes movable reader boards, outdoor soft drink dispensers located farther than nine (9) inches from a building and sandwich boards that are placed so as to be seen from public right-of-ways.

(3324) “Primary roofline” means the roofline under which a majority of the square footage of the business is located.

(3422) “Real estate sign” means a temporary sign advertising real estate for sale, rent or lease.

~~— (35) “Rotating sign” means a moving sign that physically revolves about an axis.~~

(36) “Sidewalk sign” means a moveable sign not secured or attached to the ground or surfaces upon which it is located, supported by its own frame.

(3723) “Sign” means any object, device, fixture, placard, banner, structure or portion thereof, including any letters, figures, design, symbol, trademark or device that uses any color, form, graphic, illumination, symbol or writing intended to advertise, announce the purpose of, or identify the purpose of a person or entity, or to attract attention to any message, activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise or to communicate information of any kind to the public, and which is visible from any right-of-way open to the public. Lighting that highlights an architectural feature of a building and does not consist of lettering, symbols or graphics shall not be considered a sign.

(3824) “Sign area” means the ~~entire~~ face of the sign, including advertising surface, backlit surface, but does not include and any framing, trim or molding, or supporting structure. ~~but does not include the supporting structure.~~ Sign area is measured by multiplying the maximum horizontal width by the maximum vertical width. The surface area of a sign painted on a wall, awning or roof shall be measured by multiplying the maximum width of the copy by the maximum length of the copy. Sign areas may also be calculated by measuring the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the advertising copy, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, including an awning. Supportive framework which contains no written copy or other advertising and is clearly incidental to the display itself shall not be included in sign area calculations; provided, that the sign support structure shall be

the minimum necessary to support the sign. For the purpose of this chapter the total sign area of any two (2) faced sign with parallel faces or V-type sign having an interior angle of forty-five (45) degrees or less shall be calculated as the area of the larger of the two (2) faces or one face if equal in size. All other multiple-faced or paneled signs shall be the total area of all faces or panels combined.

(3925) "Sign surface" means any surface of a sign upon which there is lettering, logos, symbols, or other advertising.

(4026) "Sign height" means the vertical distance from grade to the highest point of a sign or any projection thereof.

(4127) "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a pole or poles, or may be an integral part of a building. Structures that perform a separate use, such as a telephone booth, bus shelter, recycling or used goods container, etc., shall not be considered a sign structure. Sign structures shall be the minimum necessary to support the sign and shall not depict any product being advertised.

(4228) "Street" means a public or private way open to the general public for the purpose of vehicular traffic, including all classes of roadways and easements.

(4329) "Temporary sign" means a nonpermanent sign intended for use for a short period of time, ~~which includes election signs, construction signs, real estate signs, grand opening signs, community event signs and residential yard sale signs.~~

(4430) "Under common ownership" describes a situation where one person, corporation, legal entity or related legal entities owns contiguous properties occupied by closely related businesses in which case these businesses will be considered to be one business, operating on one property for the purpose of applying this chapter (i.e., a car dealership may cover multiple contiguous parcels and have several related businesses on these parcels but shall be considered to be "under common ownership" for the purpose of interpreting the provisions of this chapter).

(4531) "Vehicular signs" are signs affixed or painted on work vehicles, tractor-trailers, busses, vans or other vehicles.

(46) "Window sign" is any sign viewable through and/or affixed in any manner to a window or exterior glass that is intended to be viewable from the exterior. These signs count toward the square footage of façade signs.

Section 33.57.030060. Exempt signs is amended to read as follows:

The following types of signs shall be exempt from the standards established within this code and from the ~~certificate of compliance requirements~~ permitting requirements of this chapter; provided, that ~~the any~~ standards in this section are met:

(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;

(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;

(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;

- (4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;
- (5) The flag of a recognized government or noncommercial institution such as a school;
- (6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;
- (7) Exterior signs or displays not visible from streets or ways open to the public;
- (8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;
- (9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; ~~and~~
- (10) ~~Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade. Signs erected in anticipation of an election (for the purpose of advertising a candidate or proposal) shall be no greater than thirty-two (32) square feet in area and ten (10) feet in height above grade and shall be compliant with WAC 468-66-050 regarding removal;~~
- (11) ~~Replacement of legal nonconforming signs if not changed in height, shape, size, lighting/illumination and does not affect the structure of the sign;~~
- (12) ~~Painting, cleaning, refacing, or replacement of defective parts;~~
- (13) ~~Signs at a construction site, no more than three signs and no greater than 32 square feet each, that may identify the architect, engineers, contractors, supplies, or grant agencies involved in the construction project or announces the character of the building. Signs not permitted shall be removed fourteen days after construction is complete;~~
- (14) ~~Signs advertising real estate for sale, rent, or lease, no greater than thirty-two (32) square feet, and removed after the real estate transaction is complete;~~
- (15) ~~Grand opening or closing displays, such as temporary banners, flags, or balloons, are allowed to remain for a period of fourteen days from setup of the display, to announce the opening of a completely new business, new management, or closing of the business;~~
- (16) ~~Banner signs displayed for 3 months as a temporary monument sign used by businesses within commercial zones. Banner signs shall not be used as permanent monument signs. Banner signs affixed to a wall shall be required to be permitted as façade signs.~~
- (17) ~~One feather/flutter/flag/blade sign placed per 200 feet of road frontage. If fronting two or more roads the total of the road frontages determines the number of signs allowed to be used. The sign(s) shall remain in good condition with no rips, tears, frayed edges or be sun-faded.~~
- (18) ~~Portable signs used to provide traffic and directional information during events or for agricultural businesses that do not block safety sign lines of motorists pulling into or out from a business or within safety sight triangles on corner lots, and are removed immediately upon conclusion of the event or the end of the harvest season.~~

Section 33.57.040070. Prohibited signs is amended to read as follows:

The following signs or displays are prohibited, ~~except as otherwise specifically allowed within this chapter and subject to enforcement action and/or removal by the County. Prohibited signs are subject to removal by the County at the owner's or user's expense.~~

- (1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;

(2) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(32) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;

(43) Private signs on public utility poles;

(5) Any sign that interferes with safe sight distances (determined by the County Road Department) at an intersection or causes an intersection to be illuminated;

(64) Portable signs, except if placed as an exempt sign as listed in section 33.57.030, but that shall not due to fact that they are often placed where they block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;

(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(76) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;

(87) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall, pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(9) Banner signs that do not meet the exemption listed under 33.57.030;

(10) Pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(11) Parking of vehicles with the sole intent to remain stationary for more than three days for purposes of using the signage in or on the vehicle as advertising. Parking of registered vehicles on property with a company message is not considered intentionally advertising;

(812) Signs within the public right-of-way unless erected by Clallam County or the State of Washington. These signs are subject to removal by the Clallam County Road Department.

Section 33.57.050030. Permitting Certificate of compliance is amended to read as follows:

No sign may be erected, relocated, constructed, or altered within the areas of the County under Clallam County jurisdiction without a permit obtained from the Clallam County Department of Community Development. A certificate of compliance for a sign is used to track sign installations for record keeping and to ensure all signs erected after passage of this chapter are in conformance with the chapter. No sign may be erected within the areas of the County under Clallam County jurisdiction without a certificate of compliance obtained from the Clallam County Department of Community Development unless specifically it is a temporary sign or an exempt sign under this code (CCC 33.57.03033.57.080). Painting, cleaning, refacing, or replacement of defective parts may be completed without a permit; however, replacement of the sign structure will need to be reviewed by the building department to determine if a building permit is required in accordance with the International Building Code. No nonconforming sign maintenance, except exchanging the area of existing advertising copy for a business not changing land use category or repainting to freshen faded

or damaged advertising copy shown on the face of the sign for a business not changing land use category or changing lighting tubes/bulbs with bulbs of the same or lesser intensity, is allowed without a certificate of compliance.

The application for permitting a sign shall include drawings and details of the proposed sign, associated support structure and method of attachment, drawing of all exterior lighting (if any), a site plan with location of all proposed and existing signs, and dimensions of all existing signs.

Section 33.57.060040. Commercial and industrial sign standards is amended to read as follows:

The following standards shall apply to signs placed on property zoned commercial or industrial; There are only four (4) basic types of signs that are used by business and industry. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four (4) types of signs is as follows:

— (1) The total area of signage attached to any face of the building(s) in one or more facade signs shall not exceed the square footage limit for a facade signage of one square foot of sign area for each linear foot of building frontage facing a single public or private road. No facade sign may extend above the primary roofline or project more than eight (8) feet from the roofline edge of the building. For multiple business complexes each business within a plaza may have one facade sign attached to the commercial structure that is limited to one square foot of sign area per linear foot of each businesses building frontage.

(12) ~~FA freestanding sign, or monument signs,~~ shall meet the following standards:

a. Shall be designed so they appear firmly anchored to the ground with a base width at least forty percent (40%) of the total sign width;

b. Integrates a top, middle, and base element;

c. One sign permitted for each business not part of a multiple-business complex; ~~within a commercial or industrial zone shall be limited to one sign for each area of land under common ownership that is not the site of a multiple-business complex.~~

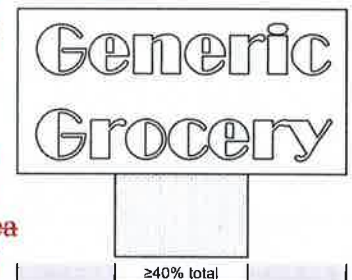
d. Shall be designed as an integrated architectural feature of the site and include durable high-quality materials that complement the design of on-site buildings;

e. Located outside of the public right-of-way;

f. Shall include one square foot of decorative landscaped area around the base of the sign per one square foot of sign area. Landscaping shall include ground cover and/or non-invasive shrubs, and encourage the use of native, drought-tolerant plantings;

g. ~~This one sign (either freestanding or monument) shall not exceed thirty-two (32) square feet of sign area and shall not exceed ten (10) feet in height above grade. Except for multiple-business complexes advertising multiple businesses;~~

h. Multiple-business complex signs shall be limited to ~~one freestanding sign or one monument sign may be used to advertise the plaza or complex name and the businesses within the complex. This sign shall be limited to one sign not exceeding the signage area limit of 100 square feet and whose height shall not exceed ten (10) feet in height above grade shall be used to advertise the complex name and the businesses within the complex. The business complex name shall be distinct from the names of the tenants, and can be included on a distinctive sign cap. The sign may not~~



- be used entirely for only on tenant unless it is limited to 32 square feet. Individual tenants in a multiple-business complex may not erect individual freestanding signs.
- i. Sign copy shall not exceed fourteen (14) feet in height above grade and the structure shall be maximum fifteen (15) feet above grade;
 - j. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station;
 - k. Illumination of a business's fleet or outside inventory shall be considered advertising and shall not exceed brightness of no greater than 0.3 foot candle at the property line.

(2) Façade sign(s) shall meet the following standards:

- a. The total area of signage attached to any face of the building(s) shall not exceed a total of one square foot of sign area for each linear foot of the building frontage facing a single public or private road. Banner signs affixed to a wall count toward the total square footage for façade signs. For multiple-business complexes each business within a plaza may have one façade sign attached to the commercial structure, limited to one square foot of sign area per linear foot of each businesses building frontage;
- b. Shall not extend above the building parapet soffit, eave line, or primary roofline of the building;
- c. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials;
- d. Marquee, awning, and window signs will be considered façade signs;
- e. Shall be placed a minimum of eight feet above a sidewalk or walkway;
- f. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line.

(3) Electronic signs are prohibited outside of the Eastern Port Angeles Urban Growth Area unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station. Electronic signs ~~may be~~ ^{are} permitted within the Eastern Urban Growth Area of Port Angeles ~~if~~ they meet the following standards:

provided

- a. Only one sign on the property may be an electronic sign;
- b. The electronic portion of a multiple-business complex sign is limited to 32 square feet in size;
- c. All electronic signs shall be equipped with automatic dimming capabilities;
- d. The brightness of the sign shall be no greater than 0.3 foot candles above ambient light (includes day and night);
- e. Messages shall remain static for a minimum 10 seconds and shall change instantaneously, avoiding startling flashing of lights or distracting movements.
- f. Sign shall not contain any animation.
- g. Messages shall relate to the business on-premise, however, if approached by a community organization the sign owner is encouraged to advertise events occurring in the County.
- h. Photo quality images may not be displayed behind text.

(3) Vehicular signage visible from a State scenic and recreational highway shall be limited to thirty-two (32) square feet and vehicular signage shall be set back from the lot line or right of public use line that fronts on the State scenic and recreational highway a minimum of fifty (50) feet. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding sign. Likewise, local franchise holders for national moving van companies are not subject to the square footage limitation of this provision, as the local franchise holder has no control over the size of signage on the vehicles.

(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a commercial/industrial property. Conditions present to qualify for a temporary sign would include the sale of property/business, a grand opening, construction of a business, and when advertising a community event. Such signage is limited to one unit thirty-two (32) square foot sign that shall not exceed five (5) feet in height above grade.

(5) Externally illuminated signs shall not exceed background area average illumination levels when measured five (5) feet beyond any vertical surface of the sign; lighting fixtures shall be carefully located, aimed and shielded so that light is only directed on to the sign surface with a light source that is not directly visible from the adjacent roadway. Internally illuminated signs using 800 milliwatt ballasts shall not have lamps spaced closer than twelve (12) inches apart or if using 425 milliwatt ballast shall not be closer than six (6) inches apart.

(6) Commercial/Industrial zoning includes the following zoning districts

Zone Name

Zoning Symbol

Light Industrial	LI
Industrial	M
Commercial	GC
Tourist Commercial	TC
Western Region Rural Center	WRC
Urban Center	UC
Urban Regional Commercial	URC
Urban Neighborhood Commercial	UNC
Rural Center	CEN
Rural Limited Commercial	RLC
Rural Neighborhood Commercial	RNC

Zone Name	Zoning Symbol
Carlsborg Commercial	CC
Rural Village	RV
Rural Commercial	RC
Sequim General Retail District	S(GC)
Sequim Light Manufacturing	S(LM)
Sequim Bypass Commercial	S(BC)
Sequim Neighborhood Commercial	S(NC)

Section 33.57.070050. Residential/Resource zoning district sign standards is amended to read as follows:

~~The following standards shall apply to signs placed on property zoned residential or resource: There are only four (4) basic types of signs that are used in residential/resource zones. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four types of signs is as follows:~~

~~(1) Freestanding, monument and facade signage in Residential/Resource zoning districts, regardless of use, is limited to one unlit sign freestanding or facade sign;~~

~~(2) Sign shall contain no electronic or digital components or be illuminated;~~

~~(3) Sign shall be no more than of one type with a maximum of six (6) square feet of signage; on residentially zoned property and no more than and provided, that within a Commercial Forest zoning district (CF) the maximum sign size is twenty (20) square feet of signage on resource zoned property; :~~

~~(42) Freestanding sign If the one sign allowed is a freestanding sign or monument sign, it shall not exceed five (5) feet in height above grade and shall be unlit. no facade sign may extend above the primary roofline.~~

~~(3) Vehicular signage visible from a County road or State scenic and recreational highway shall be limited to a total of thirty-two (32) square feet and vehicular signage shall be set back from the lot line or public right of use line that fronts on the State scenic and recreational highway a minimum of 100 feet. On parcels that predate the effective date of this chapter that cannot meet the 100-foot vehicular sign setback due to lack of lot depth, vehicular signs can be parked within twenty (20) feet of the lot line farthest from the scenic and recreational highway. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not~~

subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding signs.

(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a Residential/Resource property. Conditions present to qualify for a temporary sign would include property/home sale and when advertising a community event. Such signage is limited to one unit six (6) square foot sign for a property/home sale, construction sign and community event and shall not exceed five (5) feet in height above grade.

(5) Residential/Resource Zoning includes the following zoning districts

Zone Name	Zoning Symbol
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Urban Moderate Density	MD
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Urban Very Low/Urban Low Density	VLB/LB
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Urban Low Density	LB
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Urban Very Low Density	VLB
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Urban Residential Low	URL
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Urban Residential High	URH
------------------------	-----

Rural Low Mixed	RLM
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Rural Character Conservation 3	RCC3
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Rural Character Conservation 5	RCC5
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Quillayute Residential	QR
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Western Regional Rural	RW1
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Rural	R1
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Rural Suburban Community	RSC
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Western Regional Rural Moderate	RW2
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Rural Moderate	R2
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Western Regional Rural Low	RW5
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Rural Low	R5
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Rural Very Low	R20
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Commercial Forest/Mixed Use 5	CFM5
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Zone Name	Zoning Symbol
Commercial Forest/Mixed Use 20	CFM20
Commercial Forest	CF
Agricultural Retention	AR
Public Land	P
Airport Overlay District	AO
Open Space Overlay/Open Space Corridors	OS
Sequim Urban Residential—I	S(R-I)
Sequim Urban Residential—II	S(R-II)
Sequim Urban Residential—III	S(R-III)
Sequim Urban Residential—IV	S(R-IV)
Sequim Mixed Use	S(MU)

Section 33.57.080. Legal Nonconforming signs is amended to read as follows:

It is the intent of this section to ensure that nonconforming signs are brought into compliance with standards with the standards of this code. ~~of exceptional size and height are reduced in size and height in accord with this section and to ensure that noneonforming signs are retrofitted into conforming signs as expeditiously and fairly as possible while avoiding any unreasonable invasion of established property rights.~~ The following standards apply to nonconforming signs:

(1) ~~Residential/Resource Zones.~~ A nonconforming sign shall not be altered in height, shape, size, lighting/illumination, or affect the base or support without conforming with the provision of this chapter. No off-premise sign shall add electronic/digital components to a sign and existing electronic/digital signs shall be no greater than 0.3 foot candles above ambient light (includes day and night) and shall remain static for a minimum of 10 seconds, changing instantaneously to avoid startling flashing of lights, and shall transition without animation;

(2) A nonconforming sign may be maintained as long as the nonconformity of the sign is not increased.

(3) Properties with nonconforming signage shall only be allowed new or replacement signage requiring a permit after an equivalent number of nonconforming signs on the property are brought into conformance with standards of this chapter.

(a) ~~Existing, legally erected, nonconforming freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

(b) ~~A property whose commercial use predates the existence of a zoning code in Clallam County shall be able to retain one existing, legally erected, nonconforming freestanding sign between~~

thirty-two (32) square feet and 100 square feet in area and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard. All existing, legally erected, nonconforming facade signage may be retained but shall not be enlarged in area or changed in location.

~~— (e) All existing, legally erected, nonconforming, freestanding signs not covered in subsections (1)(a) or (1)(b) of this section which are greater than twenty (20) square feet in area and/or taller than five (5) feet shall be reduced to this standard.~~

~~— (2) Commercial/Industrial Zones.~~

~~— (a) Existing, legally erected, nonconforming, freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~— (b) A property with one or more existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet covered by subsection (2)(a) of this section, that also has a secondary sign larger than thirty-two (32) square feet but smaller than 128 square feet may retain such secondary, existing nonconforming, freestanding sign; provided, that if it is greater than sixty-four (64) square feet in size and fifteen (15) feet in height then it must be reduced to this standard.~~

~~— (c) A property with no existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet may retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in size and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard if a single sign or the standards below if more than one sign exceeds this standard.~~

~~— (d) All existing nonconforming, freestanding signs not covered in subsections (2)(a), (2)(b), or (2)(c) of this section shall be reduced to the new sign standard of thirty-two (32) square feet in area and ten (10) feet in height.~~

~~— (e) All existing, legally erected, nonconforming facade signage erected prior to the passage of the 1993 sign code may be retained but shall not be enlarged in area or changed in location.~~

~~— (3) Clallam County passed a comprehensive sign code in 1993. Since the 1993 sign code did not require nonconforming signs to come into compliance, all owners of legally erected, nonconforming signs have already had at least seven (7) years to amortize their signs. Nonconforming signs which must be brought into conformance with the area and/or height standards of this chapter may elect to do so after an amortization period that begins either, on the date of the original sign building permit and runs for a term of one year for every \$1,000 of project value claimed on the original sign building permit, or alternatively, two (2) years from the effective date of this chapter whichever is greater.~~

~~— (4) Any sign which was nonconforming under the sign code adopted in 1993 (formerly Chapter 9.26 CCC) or under this code that has been enlarged shall be subject to conformance with the standards of this code without the amortization periods provided in subsection (3) of this section for legally established nonconforming signs after the notice specified in this title is provided to the owner. If the enlarged portions of the sign are not removed within the period specified in the notice, the entire sign becomes a prohibited sign subject to immediate conformance with the area and height requirements of this code.~~

~~— (5) Any sign erected after the passage of the 1993 sign code (formerly Chapter 9.26 CCC) that was a prohibited sign under the 1993 sign code shall be subject to removal by the County after the notice specified in this title is provided to the owner.~~

~~— (6) Properties with nonconforming signage shall only be allowed to erect new or replacement signage requiring a certificate of compliance after bringing an equivalent number of nonconforming signs on the property into conformance with the standards of this chapter.~~

~~— (7) A change in commercial or industrial land use as determined from review of land uses listed for each zone or change in a conditional use or a change of use under Section 3405 of the Uniform~~

~~Building Code shall require all signage to come into conformance with the new sign standards of this chapter.~~

~~— (8) Nonconforming signs which have had the entire sign face area taken down to the ground as a result of natural disaster or which are removed as a result of loss of lease or are removed as a result of a construction project shall not be re-erected without bringing them into conformance with this chapter. No work on an undamaged, existing nonconforming sign that brings such sign into greater conformance with this code shall be considered to be a sign removal requiring conformance with the standards for new signage.~~

~~— (9) A sign or sign structure removed by the County shall be held not less than thirty (30) days after notice to the owner by the County during which period it may be recovered by the owner upon paying the County for cost of removal and storage, and upon payment of any imposed fine. If not recovered within the thirty (30) day period, the sign or sign structure is hereby declared abandoned and title thereto shall be vested in the County for disposal in any manner permitted by law.~~

~~— (10) All existing illuminated signs, other than facade signs, located in Rural Commercial, Rural Limited Commercial and Rural Neighborhood Commercial zoning districts and which:~~

~~— (a) Are within 600 feet of the outer boundary of a designated scenic and recreational highway; and~~

~~— (b) Do not advertise a business that is open during the entire time the sign is illuminated, shall be allowed a five (5) year amortization period after which lighting to these signs must be set by timer to be off when the business closes in order to further the goal in CCC 33.57.010(1)(c).~~

~~— (11) To encourage the retrofit of nonconforming signs to the standards of this chapter, Clallam County establishes an incentive program to assist owners of such signs. The County will make available, on a competitive basis, the total sum of \$30,000 for a program to assist the owners of nonconforming signs to replace or retrofit such signs into a sign that meets the standards of this code. The \$30,000 County funding set aside for this program may also be used as a match to scenic byway grant funding available to remove outdoor advertising signs.~~

Section 33.57.090. Signage visible from a scenic highway is amended to read as follows:

A permit or other written approval is required from the Washington State Department of Transportation prior to review of certain types of sign permits by Clallam County for those areas within 600 feet of a designated scenic and recreational highway to show conformance with the Scenic Vistas Act and the Highway Advertising Control Act (Chapter 468-66 WAC).

Section 33.57.100. Variances is amended to read as follows:

~~— Applications for a variance from the standards established by this code shall be processed as Type III permits as set forth in Chapter 26.10 CCC and the review criteria outlined in Chapter 33.30 CCC, Variances. Variances shall not be permitted for modification to the number of signs and sign types specified in this chapter. Sign size variances shall not exceed 10 percent of the standard required unless it can be demonstrated that the sign qualifies as a community landmark sign and must show that the increase is required to allow the sign owner to purchase a standardized sign required by a national manufacturer who does not offer signs in a conforming size. A sign size (area) variance of less than 10 percent in area that meets the preceding criteria shall be processed as a Type II administrative variance as set forth in Chapter 26.10 CCC. Sign height variances over the 10 percent limit are available to those business owners that can demonstrate that their nonconforming sign qualifies as a community landmark sign. A community landmark sign must predate the effective date of this code by at least 20 years, have advertised the same business under the same name for all of that time, have become an important cultural landmark to County residents and would be difficult to retrofit to the nonconforming sign standard without destroying the unique character of the sign.~~

Section 33.57.~~100~~110. Review of Administrator's action (appeals) is amended to read as follows:

Any person aggrieved by the granting, denying or rescinding of a decision of the Administrator made under this chapter may seek review from the Hearing Examiner in accordance with Chapters 33.33 and 26.10 CCC. The request must be in writing setting forth the basis of the appeal and must be accompanied by the appropriate fees outlined in Chapter 5.100 CCC.

Section 33.57.110. Enforcement is amended to read as follows:

The provisions of this title are subject to enforcement and penalty provisions contained in CCC Title 20, Code Compliance, except to the extent preempted by State or Federal law, and except to the extent preempted by any contrary enforcement and penalty provisions contained in this title.

Section 33.57.120. Severability is amended to read as follows:

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application to other persons or circumstances shall not be affected.

ADOPTED this ____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

LOA
AUG 29 2023



AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date:** 8/21/23

REGULAR AGENDA ☒ **Meeting Date:** 8/29/23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a county road resolution for the temporary closure of Sekiu River Road between milepost 0.46 and milepost 0.535. The County Engineer has determined that in the best interest of public safety and cost effectiveness that the road be closed during this construction & repair.

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 maintenance item has been budgeted and scheduled for completion in 2023.

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

That the Commissioners review, approve and sign this resolution.

County Official signature & print name: Joe Donisi Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 08/16/2023

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



CR RESOLUTION ____, 2023

AUTHORIZING THE TEMPORARY CLOSURE OF SEKIU RIVER ROAD - NO. 17810

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County Engineer has determined that Sekiu River Road, between milepost 0.46 and milepost 0.535, needs to be closed completely for up to 3 calendar days between the period beginning September 18, 2023 and ending September 29, 2023, in order for our maintenance crew to make repairs and replace the broken cross drain.

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

1. That Sekiu River Road will be closed between milepost 0.46 and milepost 0.535 for up to 3 calendar days between the period beginning September 18, 2023 and ending September 29, 2023.
2. That the Clallam County Road Department post and publish notices as required by R.C.W. 47.48.020.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

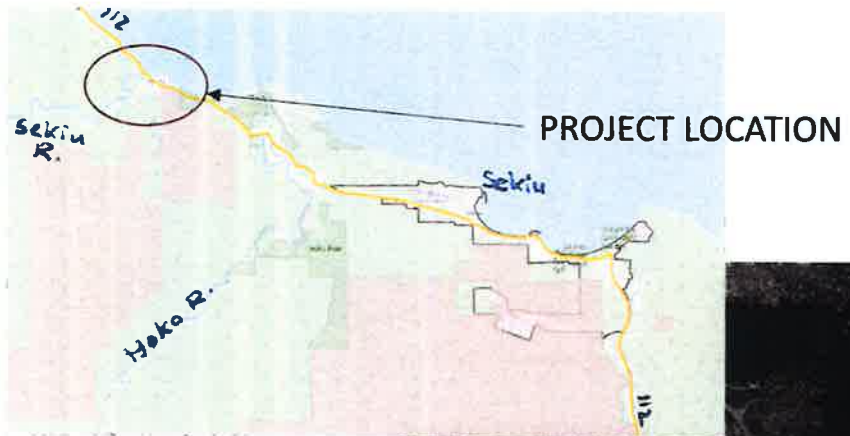
Loni Gores, CMC, Clerk of the Board

Mike French

Please Publish: September 1, 2023

Please Bill: Clallam County Public Works Department
223 East Fourth Street, Suite 6
Port Angeles, WA 98362

VICINITY MAP – SEKIU RIVER ROAD





AGENDA ITEM SUMMARY

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

7a
AUG 29 2023

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 8-29-23

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on August 29, 2023.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

See attached form(s).

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

Approve the attached Resolution – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Revisions 8-29-23
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2023

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, the following facts create a need for the budget revision shown below:

DCD - Lower Dungeness Floodplain – Funding for monitoring devices for the Dungeness Levee which will be used to monitor water quality, fish movement, water flow, and depth/\$50,000

HHS – Foundational Public Health Services – The Foundational Public Health Services budget is being revised to increase the grant funding returned line. This revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request/\$243,969

2. The Budget Director has verified the accounting method for the budget revision listed and approved them by numbering and initialing the attached Budget Change Form.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the revision within the fund, department, or program budget shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 29th day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUL 27 2023



Date Submitted: 7-26-2023 Budget Hearing/Meeting Date: August 29, 2023 ✓

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

Budget Number xxxxx.xxx.	30301.331 ✓	Budget Name	DCD Lwr Dungeness Floodplain ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD Lwr Dungeness Floodplain ✓	55310.41.0020 ✓	Professional Services	50,000
Total				50,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD Lwr Dungeness Floodplain ✓	59453.64.0010 ✓	Machinery and Equipment	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DCD received confirmation that the DOE grant will now cover monitoring devices for the Dungeness Levee monitoring devices. They will be used to water quality, fish movement, water flow, and depth. Clallam County is required to monitor the Floodplains for 10 years. ^{monitor}

County Official Approval:

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

AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/4/23

Budget Hearing/Meeting Date: 8/29/23



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

Budget Number xxxxx.xxx.	11341.511 ✓	Budget Name	HHS – FPHS – Foundational Public Health Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS ✓	56210.41.5050 ✓	Environmental Health	40,183.74
11341.511 ✓	HHS – FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations	62,585.08
11341.511 ✓	HHS – FPHS ✓	56210.49.0230 ✓	Unanticipated Projects	141,200.00
Total				243,968.82

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS ✓	56210.49.0034 ✓	Grant Funding Returned	243,968.82
				243,969
Total				243,968.82

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The FPHS budget is being revised to increase the grant funding returned line. FPHS funds are received annually in an advance payment from the State of Washington and any unused funds are returned annually. HHS received an advanced payment \$1,243,000 for state fiscal year 2023 and is returning the unexpended amount of \$308,968.82. This budget revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request.

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



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AUG 29 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 8-29-23**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on August 29, 2023.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Supplementals 8-29-23
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2023

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

Public Works – Equipment Rental and Revolving – Expenditures for capital machinery purchase were included in the budget, however, the revenue was not/\$924,380

HHS – Environmental Health – Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services/\$38,333

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 29 day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 8/7/2023 07:28:23

Budget Hearing/Meeting Date: 08.29.23 ✓

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

Budget Number xxxxx.xxx.	50301.611 ✓	Budget Name	Public Works – Equipment Rental and Revolving
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ✓	PW – ER&R ✓	37900.00.0100 ✓	Capital Contributions: Road Department	\$662,670
50301.611 ✓	PW – ER&R ✓	37900.00.0110 ✓	Capital Contributions: Sheriff's Department	\$183,086
50301.611 ✓	PW – ER&R ✓	37900.00.0120 ✓	Capital Contributions: Parks/Facilities	\$78,624
Total				\$924,380 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ✓	PW – ER&R ✓	50800.00.0000	Ending Fund Balance	\$924,380
Total				\$924,380 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures for capital machinery purchases were included in the budget, however, the revenue was not.

County Official Approval: _____

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

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 8/4/23 8/7/2023

Budget Hearing/Meeting Date: 8/29/23 ✓

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

Budget Number xxxxx.xxx.	00100.511 ✓	Budget Name	HHS – Environmental Health ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	33404.93.0000 ✓	Shellfish Con Con	5,000
00100.511 ✓	HHS – Env Health ✓	33404.93.0040 ✓	On-site Implementation Con Con	33,333
Total				38,333 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	56256.31.0020 ✓	Operating Supplies	3,000
00100.511 ✓	HHS – Env Health ✓	56256.43.0010 ✓	Travel Business	2,000
00100.511 ✓	HHS – Env Health ✓	56254.41.0020 ✓	Professional Services	33,333
Total				38,333 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services.

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


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AUG 29 2023



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 8/29/23

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

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on August 29, 2023.

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

See attached form(s).

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

Approve the attached Resolution - debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Debatables 8-29-23
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2023

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on January 31, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

BOCC Operations – With the reorganization of the Board of County Commissioner and Finance Department offices, additional furnishings are needed to accommodate the newly hired County Administrator/\$4,500

Treasurer – Land Assessment – Department of Natural Resources Fire Patrol billed late 2022 and paid in 2023, and increases for the Department of Natural Resources Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels/\$2,000

Public Works – Roads – Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget/\$662,670

Public Works – Equipment Rental and Revolving – The 2023 Equipment Rental and Revolving did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023/\$288,364

District Court I

- Grant revenue received in 2022 no longer being spent and will be sent back to Administrative Office of the Courts fund source/\$71,501
- Administrative Office of the Courts grant revenue that supports the Mental Health Court was included in the budget, but the expenses were not/\$21,405

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

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

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.
2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 29 day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mike French

c: Budget Director
Treasurer
Affected Department

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 8/02/2023 ✓

Budget Hearing/Meeting Date: 8/29/2023 ✓

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

Budget Number xxxxx.xxx.	00100.241 ✓	Budget Name	BOCC Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	4,500
Total				4,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.241 ✓	BOCC Operations ✓	51160.31.0033 ✓	Furnishings	4,500
Total				4,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

With the reorganization of the BOCC and Finance Dept. offices, additional furnishings are needed to accommodate the newly hired County Administrator.

County Official Approval: _____

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

A handwritten signature in black ink, appearing to be "J. Cook".

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 03 2023



Date Submitted: 8/1/2023

Budget Hearing/Meeting Date: 8/29/2023

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

Budget Number xxxxx.xxx.	12241.231 ✓	Budget Name	Treasurer – Land Assessment ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231. ✓	Treasurer – Land Assessment ✓	50800.00.0000 ✓	Ending Fund Balance	2,000
Total				2,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231. ✓	Treasurer – Land Assessment ✓	51422.49.0011 ✓	Assessment Charges	2,000
Total				2,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 DNR Fire Patrol wasn't billed until late 2022 and paid in 2023 (\$700). Also, increases for DNR Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels (1,300).

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

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AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM



8/7/2023

Date Submitted: 7.28.23

Budget Hearing/Meeting Date: 08.29.23

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

— **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

— **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	10101.611	Budget Name	PW - Roads
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	50800.00.0000	Ending Fund Balance	\$662,670
Total				\$662,670

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	59440.64.7777	PW Capital Machinery and Equipment	\$662,670
Total				\$662,670

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget.

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

[Signature]

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AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM



8/7/2023

Date Submitted: 07.24.23

Budget Hearing/Meeting Date: 08.29.23

☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx. 50301.611 ☒ **Budget Name** Public Works – Equipment Rental and Revolving ☒

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ☒	PW – ER&R ☒	50800.00.0000 ☒	Ending Fund Balance	\$288,364
Total				\$288,364

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ☒	PW – ER&R ☒	54850.31.7777 ☒	PW Supplies	\$288,364
Total				\$288,364

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to an oversight, the 2023 ER&R fuel budget did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023.

County Official Approval: Joe Dorisi

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

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 08/7/2023 ✓

Budget Hearing/Meeting Date: 08/29/2023 ✓

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

Budget Number xxxxx.xxx.	00100.871 ✓	Budget Name	District Court 1 ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund reserves ✓	50800.00.0000 ✓	Ending fund balance	\$71,501
Total				\$71,501 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871 ✓	District Court 1 ✓	56401.49.0034 ✓	Grant funding returned	\$71,501
Total				\$71,501

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Grant revenue received in 2022 no longer being spent. \$71,501 is the balance we are to send back to (Administrative office of the court) fund source. ✓

County Official Approval: _____

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

David Newport

[Signature]

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 08/7/2023 ✓

Budget Hearing/Meeting Date: 08/29/2023 ✓

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

Budget Number xxxxx.xxx.	00100.871 ✓	Budget Name	District Court 1 ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund reserves ✓	50800.00.0000 ✓	Ending fund balance	89,205 21,405
Total				89,205 21,405

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	District Court 1	50800.00.0000	Ending Fund Balance	67800
00100.871	District Court 1	56401.42.0017 ✓	Cell Phone Grant	400
00100.871	District Court 1	56401.31.0102 ✓	Furnishing- Grant	2,000
00100.871	District Court 1	56401.35.0010 ✓	Small tools and minor equipment	800
00100.871	District Court 1	56401.31.0010 ✓	Office Supplies	1,090
00100.871	District Court 1	56401.43.0104 ✓	Travel Grant	11,340
00100.871	District Court 1	56401.41.0106 ✓	Random Testing	4,125
00100.871	District Court 1	56401.41.0020 ✓	Professional Services	1,650
Total				89,205 21,405 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Administrative Office of Courts grant revenue that supports the Mental Health Court, was already included in the budget, however, the expenses were not.

County Official Approval:

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

David H Newport

[Signature]

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AUG 29 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 8-29-2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Planning Commission has completed its review and public hearing process regarding revisions to the Clallam County Landscaping Ordinance. The Planning Commission held a public hearing on July 5, 2023 and voted 6-1, and one member absent, to forward the Landscaping Ordinance to the Board of County Commissioners. The Board may now conduct their public hearing on the proposed ordinance.

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?)

Conduct public hearing and adopt the landscaping ordinance.

County Official signature & print name:

Holden A. Fleming
Deputy Director

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

Relevant Departments: DCD

Date submitted: 8-23-2023

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

Ordinance _____

Amending Title 33, Zoning, Chapter 33.53, Landscape and Lighting Requirements, of the Clallam County Code, to repeal all section of Chapter 33.53, Landscape Requirements and replace with the following:

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section 33.53.010, Purpose, is created to read as follows:

The landscaping and lighting requirements specified in this chapter are intended to foster aesthetically pleasing development which will protect and preserve the appearance and character of the county. These regulations are intended to increase the compatibility of adjacent land uses due to development by minimizing the potential for noise, light, odor, visual, and stormwater impacts created from such uses.

Section 2. Section 33.53.020, Applicability, is created to read as follows:

The standards set forth in this chapter shall apply to all new and expanding development except for single family residential development. Table 33.53.020 provides the standard landscaping requirements required between existing and proposed uses.

Table 33.53.020 Perimeter Landscaping Between Existing and Proposed Uses¹

	Existing Adjacent Use						
	Rural Residential Zoned	Urban/LAMIRD ⁴ Subdivisions	Multi-family, RV & MH Parks	Public & Recreational Use	Utility Building & Facilities	Commercial & Light Industrial ²	Com, Ind, & outdoor processing ³
Proposed Use	Rural Residential Subdivisions	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)		[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	Urban/LAMIRD ⁴ Subdivisions	[M] LS(15) or Bar+ LS(10)		[M] LS(15) or Bar+VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	Multi-family	[M] LS(15) or Bar+ LS(10)		[L] LS(10) or Bar+ VB(5)		[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	RV & MH Parks	[M] LS(15) or Bar+ LS(10)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+VB(5)		[M] LS(10) or Bar+VB(5)	[M] LS(15) or Bar+ VB(10)
	Public & Recreational Use	[M] LS(15) or Bar+VB(10)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[M] LS(15) or Bar+ VB(10)
	Utility Buildings & Facilities	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[M] LS(15) or Bar+VB(10)		[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	Commercial & Light Industrial ²	[H] LS(20) or Bar+ LS(15)	[M] LS(15) or Bar+VB(10)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)		
	Com, Ind, & outdoor processing ³	[H] LS(25) or Bar+ LS(15)	[H] LS(25) or Bar+LS(15)	[H] LS(20) or Bar+ LS(10)	[L] LS(10) or Bar+ VB(5)		

Potential Nuisance potential between uses

Low [L]
 Moderate [M]
 High [H]

Standard Width (number of feet) and type landscaping

LS= Landscape Screen
 Bar= fence, wall, berm, or hedge
 VB= Visual Buffer
 (#)=Required Standard Landscaping Width in Feet

Footnotes

1. Landscaping Requirement for Zoning CUP will be based on the most similar use and determined by the Hearing Examiner
2. Commercial Use within a fully enclosed structures, and Light Industrial Use defined in Section 33.03.010(50)CCC
3. Commercial Use (not within fully enclosed building), Industrial Use defined in Section 33.03.010(47) CCC, and outdoor processing activities that generates substantial noise, odors, vibrations etc.
4. Applies to residential subdivisions in Urban Zones and in Limited Areas of More Intensive Rural Development (LAMIRD)

Section 3. Section 33.53.030, Definitions, is created to read as follows:

- (1) "Crown width" means the horizontal dimension of the full extent of the branches and leaves of a tree or shrub at full maturity, as measured at its widest point. As used in this Chapter, projected crown width shall mean the estimated crown width of a young tree or shrub once that tree or shrub reaches full maturity.
- (2) "Deciduous" shall mean a tree or shrub that sheds its leaves annually.
- (3) "Evergreen" shall mean a plant that retains its leaves year-round. Having foliage that remains green and functional (i.e. photosynthesis, evapotranspiration, etc) through more than one growing season.
- (4) "Hedge" means small trees and shrubs planted in close proximity to form a continuous canopy.
- (5) "Landscape screen" is intended to ensure compatibility between existing and proposed land uses, and to promote aesthetically pleasing development of new or expanded development as set forth in Section 33.53.050(2), subject to the landscaping applicability requirements found in Section 33.53.020.
- (6) "Large Tree" means a tree that has a projected crown width that equals or exceeds the width of the required landscape screen or visual buffer.
- (7) "Noxious weeds" means species of plants defined in WAC 16-750 or by the Clallam County Noxious Weed Department.
- (8) "Streetscape" means landscaping required along road frontages for all uses set forth in Section 33.53.050(4) CCC, which is intended to provide for the aesthetic character and visual enhancement of the development site.
- (9) "Understory vegetation" means a layer of trees and/or shrubs with a projected height and/or crown width of half the size of a large tree.
- (10) "Vision clearance triangle" consists of an area in which no visual obstruction, such as a structure, signage, fence, tree or shrub or other visual obstacle higher than 24 inches above grade shall be permitted along each street frontage. Such triangular area shall have one angle formed by the front lot line and the side lot line separating the lot from the side street, extending 15 feet along both street frontages. The third side of the triangle shall be a straight line connecting the two lot lines at the 15-foot point on each. No trees, shrubs or other visual obstructions over 24 inches in height shall be permitted along the street within the vision clearance triangle.
- (11) "Visual buffer" means the specification of landscaping required to soften the appearance of a barrier as set forth in Section 33.53.050(3), subject to the landscaping applicability requirements found in Section 33.53.020.

Section 4. Section 33.53.040, Landscape Plans, is created to read as follows:

Landscape plans shall consist of a scaled drawing and narrative that contain the following information:

- (1) Proposed retention of existing vegetation and plant types.
- (2) The location of existing and proposed plants.
- (3) Spacing between individual plants.
- (4) Location, quantity, size and name, both botanical and common names, of all proposed plants.
- (5) Location of impervious surfaces and hardscape features.
- (6) Location and dimensions of all existing or proposed structures, property lines, easements, parking lots and driveways, roadways and rights-of-way, sidewalks, monument/freestanding signs, refuse dumpsters, fences, walls, freestanding electrical equipment, and stormwater facilities.
- (7) Proposed location of fencing, decorative block wall, berms, and/or hedges.

- (8) Location of a vision clearance triangle on corner lots.
- (9) Location and specification of outdoor and security lighting and mitigation measures consistent with Section 33.53.090, which can be provided as a separate document.

Section 5. Section 33.53.050, Landscape Requirements, is created to read as follows:

(1) General Requirements

- a. Noxious and invasive weed species as per Clallam County's Weed Department are required to be removed from all landscaped areas throughout the lifetime of the project.
- b. Retention of existing vegetation in place of new plants is allowed and encouraged.
- c. Appropriate tree species should be selected that will not interfere with any overhead power lines.
- d. Vegetation shall not obscure line-of-sight at intersections of roadways.
- e. Corner lots shall maintain a vision clearance triangle (Figure 1). Larger vision triangles may be required, based on the road classifications, as specified by city, state or federal transportation agencies or departments.

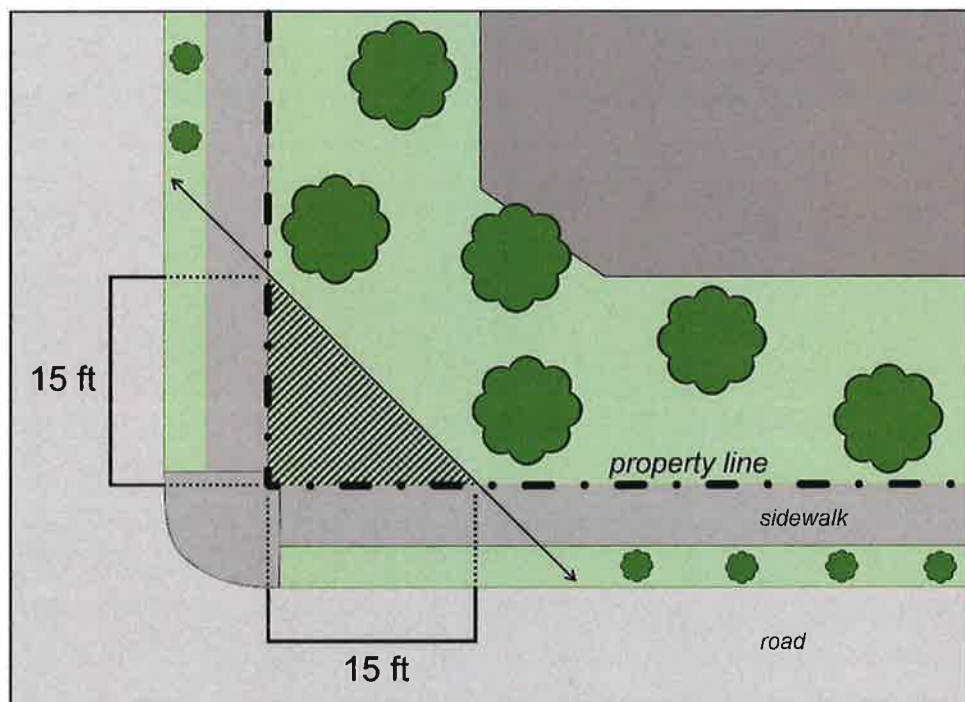


Figure 1 – 15-ft vision clearance triangle example.

- f. With the exception of hedges, planting patterns throughout the landscaped area should promote non-linear planting technique.
- g. The Administrator or Hearing Examiner may consider limiting landscape screens and visual buffers to be located around the perimeter of the development site (as opposed to the perimeter of the entire lot) where only a small part of the lot and/or street frontage are developed. For example, requiring landscaping immediately around a small public utility building and related improvements with a small footprint on a lot that is vacant or containing development not otherwise requiring landscaping subject to this chapter.

- h. Required landscape screens, visual buffers, and streetscaping is permitted to include sidewalks and stormwater management features that are integrated with the landscaping design, provided the purpose and intent of this Chapter are met.
- i. Vegetation along state or county right-of-way shall not obstruct or otherwise impact any roadway or sidewalk.
- j. The planting of trees within 10 feet of sidewalks, road surfaces or parking areas shall require root barriers (minimum 18 inches in depth) to prevent root heaving.
- k. Soil amendments and mulch are required to help maintain a healthy landscape.
- l. Drought tolerant and native vegetation is encouraged as a means of reducing water use.
- m. Trees, shrubs, and ground cover shall have a survivability of 100% after the first year, 75% after the second year, and 66% after the third year. The landowner shall replace any dead trees, shrubs, and groundcover within 90 days of notification by the Administrator and to comply with these thresholds.
- n. All landscaping shall remain in conformance with approved landscape plans through the life of the development.

(2) Landscape Screen

- a. Requirements for a landscape screen along property lines is specified per Table 33.53.020. The table provides the width of the required landscape screen based on the proposed and existing adjacent uses.
- b. The standard landscape screen shall include large trees planted no greater than 20 feet on center and understory vegetation planted no greater than 6 feet on center within the width of the landscape screen (Figure 2). Ground cover (evergreen or deciduous plantings) shall be planted at 3-foot spacing in all directions within the width of the landscape screen.

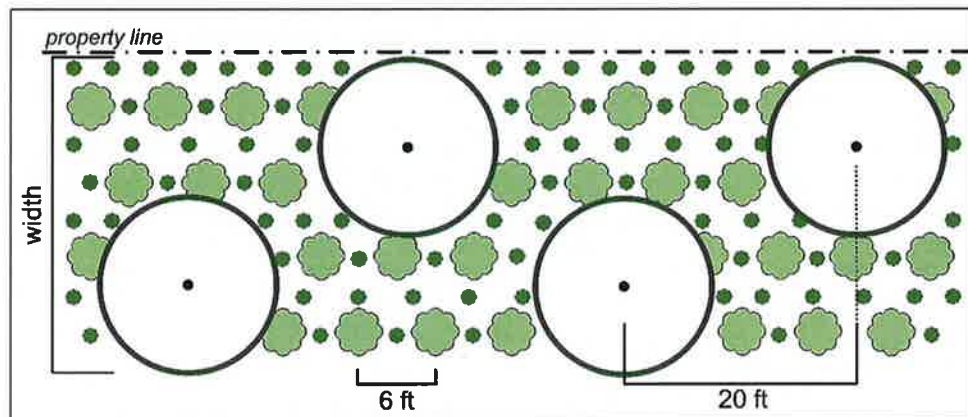


Figure 2 – Overhead view of example landscape screen.

- c. The landscape screen shall be comprised of no less than 75% evergreen tree species and no more than 50% deciduous shrubs.
- d. As an alternative to the standard screen spacing outlined above, the large trees and understory vegetation selected shall not exceed 75% of the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of no less than 15 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at

no greater than 7.5 feet on center.

- e. As an alternate to the standard landscape screen spacing outlined above, the spacing of the trees and shrubs selected should provide twice the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of 40 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at 20 feet on center.
- f. The Administrator or the Hearing Examiner may allow the landscape screen width to be varied (minimum 5-foot width), provided that an equivalent number of trees, shrubs, and groundcover to the standard or alternative landscape screen is provided within the modified landscaped area to achieve a more visually appealing effect.

(3) Landscape Barrier

- a. A Barrier comprised of solid fencing, block wall, berm, or hedge, may be allowed by the Administrator to reduce the required width of a Landscape Screen as specified in Table 33.53.020 CCC. For High, Moderate or Low potential impacts per Table 33.53.020, the barrier shall be as follows: **High** requires a seven-foot-high solid barrier comprised of berms, solid fence, or wall or a combination thereof; **Moderate** requires a five foot high barrier comprised of berms, solid fence, or wall or a combination thereof; **Low** requires a minimum three foot berm or hedge. In addition to the barrier, a landscape visual buffer shall be installed to provide for visual enhancement of the development site where a barrier is used. The visual buffer width is required per Table 33.53.020 CCC.
- b. The standard visual buffer shall include an assortment of large trees planted no greater than 25 feet on center and comprised of no less than 50% evergreen species (Figure 3).

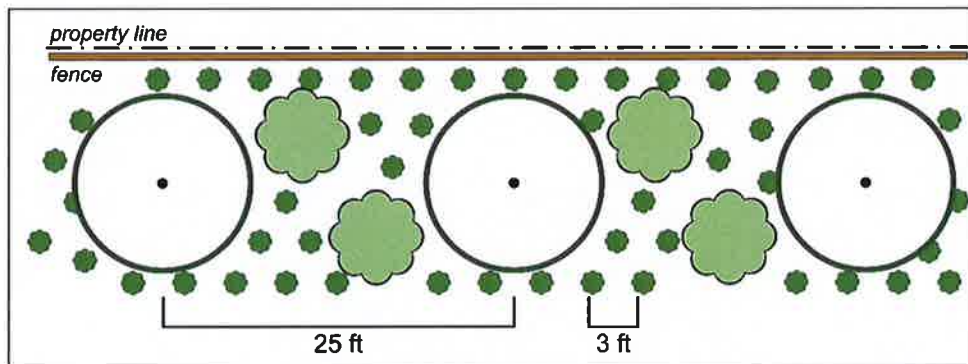


Figure 3 – Overhead view of example visual buffer.

- c. A minimum of two understory vegetation (no more than 50% deciduous) and groundcover 3-feet on center shall be interspersed between trees.
- d. As an alternate to the standard landscape visual buffer spacing outlined above, the spacing of the trees and shrubs selected should provide twice the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of 40 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at 20 feet on center.
- e. The Administrator or the Hearing Examiner may allow the visual buffer width to be varied (minimum 5-foot width), provided that an equivalent number of trees, shrubs, and groundcover

to the standard or alternative landscape screen is provided within the modified landscaped area to achieve a more visually appealing effect.

(4) Streetscape

- a. Landscaping is required along road frontages for all uses set forth in Section 33.53.020 CCC and is intended to provide for the aesthetic character and visual enhancement of the development site.
- b. The standard streetscape shall be no less than 10 feet in width and include an assortment of trees (mostly deciduous) planted no greater than 25 feet on center with shrubs or groundcover interspersed between the trees at no less than 6 feet on center.
- c. As an alternate to the standard streetscape spacing outlined above, the spacing of the trees and shrubs selected should provide twice the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of 40 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at 20 feet on center.
- d. The Administrator or the Hearing Examiner may allow the streetscape width to be varied (minimum 5-foot width), provided that an equivalent number of trees, shrubs, and groundcover to the standard or alternative landscape screen is provided within the modified landscaped area to achieve a more visually appealing effect.

Section 6. Section 33.53.060, Parking Lot Landscape, is created to read as follows:

A minimum 5-foot-wide visual buffer shall be required along the perimeter of any parking lot with 10 or more parking spaces to ensure compatibility with adjacent land uses, minimize the views of the parking lot from roads (serving more than 4 parcels), and to foster aesthetically pleasing development.

- (1) The perimeter landscaping shall incorporate trees, shrubs and groundcover plantings consistent with the Streetscape standards found in Section 33.53.050(4), above.
- (2) Surface parking lots, with more than 20 parking spaces shall provide landscaping islands at the end of every parking row with a maximum spacing of at least one island for every 12 parking spaces. Each island shall cover an area no less than one parking space (9-feet by 18-feet) and shall contain no less than one (1) tree, shrubs and groundcover.
- (3) If the parking lot is located behind the building and is not adjacent to a residential zone or road frontage, landscaping islands are not required, but are encourage.

Section 7. Section 33.53.070, Screening of Refuse Disposal Dumpsters, above ground utilities is created to read as follows:

The following standards apply to development outlined in Section 33.53.020 above. All refuse disposal dumpsters shall be screened, and other infrastructure including above ground utilities (i.e. loading docks, sani-cans, propane tanks, generators, etc) may require screening as determined by the Administrator or Hearing Examiner to meet the purpose of this Chapter. The screening shall be comprised of solid wood fence, hedges, decorative block wall or an equivalent opaque material that provides safe access to the facilities, meets applicable safety requirements, and achieves the purpose of this Chapter.

Section 8. Section 33.53.080, Plant Standards, is created to read as follows:

Type of Vegetation	Minimum plant/plant container size specification
Groundcover	1 Quart
Shrubs	2 Gallon
Trees	1.5" diameter at breast height (dbh)

- (1) Native trees and shrubs are encouraged as they tend to utilize less water, provide habitat functions, and require less maintenance compared to non-native plants. To encourage their use, younger and smaller native trees and shrubs are allowed. The specification for native trees is 1-inch at breast height; the specification for native shrubs is #1 (gallon); and the specification for native groundcover is 4-inch containers.
- (2) The Administrator may allow the use of smaller sized trees, shrubs, and ground cover upon a demonstration that adequate stock of the sought-after species, or suitable substitute, are not reasonably available in the required specification size; and the plan is modified to increase the planting density of the type of vegetation commensurate to the reduction in plant size.
- (3) The following sources provide the characteristics (such as height, crown width, native plants, etc) of trees, shrubs, hedges, and groundcover: The Pierce County pre-approved trees, shrubs, and groundcover outlined in Table 18J.15.100-1 as adopted in the Pierce County Landscaping Code (Exhibit A of Ordinance 2021-124s2); the Great Plants Pick website at greatplantpick.org; Plants of the Pacific Northwest by Jim Pojar and Andy MacKinnon; the Sunset Western Gardens Book; WSU Extension Publications; or other sources approved by the Administrator or Hearing Examiner.

Section 9. Section 33.53.090, Alternative Landscape Plan, is created to read as follows:

Alternative landscape designs may be allowed if, upon review by the Administrator (for Type I & II Permits) or Hearing Examiner (for Type III Permits) the alternative design is consistent with the following:

- (1) Existing significant site constraints due to unusual lot size or shape, topography, soil conditions, existing development (buildings, utilities, power lines, irrigation lines, sidewalks, etc....), existing easement restrictions, or other unique circumstance are such that full compliance with these standards is impractical for such development or use;
- (2) Alternative screen landscaping designs and widths may be considered by the Administrator or the Hearing Examiner that provide for an effective, natural screen of the development site that is appropriate based on the existing conditions, zoning and existing and potential land uses to prevent nuisances and is aesthetically pleasing.
- (3) Alternative landscape designs and widths may be considered by the Administrator or Hearing Examiner that promotes effective landscaping of the development site.
- (4) The Administrator or the Hearing Examiner may attach conditions to any alternative landscape plan or modification from the standards of this Chapter necessary to protect the public health, safety or welfare, or to assure that the spirit and intent of this chapter is maintained.

Section 10. Section 33.53.100, Outdoor and Security Lighting, is created to read as follows:

New outdoor, security, or other light source emitting from land uses shall be directed downward and shielded to prevent glare and light encroachment onto neighboring properties and roads.

All uses subject to this Chapter per CCC 33.53.020, shall be required to submit a lighting plan for review and approval. The lighting plan shall note the location, type, and intensity of lighting. The lighting plan shall demonstrate how location, type, and other mitigation measures (i.e. Shielding, downlighting, timers, motion sensors, etc.) will prevent glare and light trespass. For commercial, industrial, subdivision, multi-family, Shoreline, Zoning Conditional Use, or other projects requiring a public hearing, lighting plans shall be prepared by a qualified professional. The approved plan shall be implemented as a condition of approval of required development permits. Any significant changes to the number of lighting fixtures, location, and intensity of exterior lighting will require an updated lighting plan to be approved by the Administrator.

Section 11. Section 33.53.110, Assurance of Landscaping, is created to read as follows:

- (1) The Administrator or the Hearing Examiner may require, as a condition of the granting of a development permit requiring an approved Landscaping Plan, that the applicant furnish security in the form of (1) a bond, (2) cash escrow account, (3) an irrevocable letter of credit or other security acceptable to the County in its sole discretion, in an amount determined to be sufficient to complete the restoration and replanting of the property in accordance with the terms of the approved Landscaping Plan. The security shall be in an amount equal to 110 percent of the fair market value (i.e. bids or invoices) of the implementation of the approved landscaping plan, including material and labor costs.

The creation of this security account of the required landscaping may be required through a public hearing, or when the Administrator or the Hearing Examiner determines that the success of the landscaping is needed to ensure compatibility with the existing and/or potential adjacent land uses. The account shall be held by, or in the name of, the Clallam County Treasurer for a minimum of three years. The Administrator may use the funds in the account to have the required landscaping installed as designed if the landscaping installed by the applicant is unsuccessful, or if the applicant does not replace dead trees and shrubs within 90 days of notification by the Administrator.

- (2) Alternatively, the Administrator may allow the landowner to sign a maintenance contract with a landscape company for up to 3 years to ensure that the landscaping installed is maintained, and that dead trees and shrubs are replaced within 90 days of notification by the Administrator. The Administrator may also require documentation with photos for up to 3 years to ensure that the landscaping is successful.

Section 12. Section 33.53.120, Enforcement, is created to read as follows:

- (1) The Administrator is authorized to carry out inspections for the life of the project to ensure compliance with these landscaping standards.
- (2) If approved landscaping per the issued development permit is dead or altered over the life of the project then required landscaping shall be replaced within 90 days of notification by the Administrator.
- (3) Any person who fails to comply with the standards contained within this Chapter and/or any person who fails to comply with a final written order may be subject to enforcement as outlined in Title 20 of Clallam County Codes.

Section 13. Section 33.53.130, Effectiveness/No Retroactivity, is created to read as follows:

- (1) This Chapter shall become effective on [_____, 2023]
- (2) The provisions of this Chapter shall not apply to existing required landscaping or approved

landscaping plans for which all previously required permits were obtained, implemented, and approved prior to the effective date of this Chapter.

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC,
Clerk of the Board

Mike French