WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, August 21, 2023 – 9:00 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

Administration ? 9 a.m.

1. Calendar/Correspondence

2. 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

3. Resolution appointing Jasmine Grenot and Roberta Stoneman to the Developmental Disability Advisory Committee

   Resolution

4. Call for bids to be received no later than Tuesday, October 3, 2023 at 10 a.m. regarding Lake Pleasant Piling Replacement Project

   Call for bids

5. Grant agreement with Olympic Peninsula Visitor Bureau for Tourism Enhancement Grant for fair marketing and advertising

   Grant agreement

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

   Grant agreement

7. Agreement with Department of Commerce for Secure Crisis Residential Center

Agreement

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

   Agreement

9. Agreement with Administrative Office of the Courts for BECCA Programs and Services

   Agreement

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

    Agreement

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

    Agreement

Community Development

12. 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

13. Clallam County Hearing Examiner status report

    Status report

Public Works

14. Resolution authorizing the temporary closure of Sekiu River Road ? No. 17810

    Resolution

15. Agreement with Clallam County PUD for Broadband Infrastructure Improvements Project

    Agreement

16. Discussion regarding WaterSMART grant for Dungeness Off-Channel Reservoir Project

    Discussion

Department of Natural Resources - 1 p.m.

? Quarterly income report

DNR report

General Discussion/Items for Future Agendas

A. Small Business Development Center update (August 28)

B. Department of Transportation Highway 101 Project Discussion (September 25 at 9 a.m.)

C. Joint Meeting with the Port of Port Angeles (October 23 at 11 a.m. at BOCC)

D. Department of Natural Resources Quarterly Report Meeting (November 20 at 1 p.m.)

E. Department of Transportation Highway 101 Project Discussion (December 11 at 9 a.m.)

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

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

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AGENDA ITEM SUMMARY

AUG 2 1 2023

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

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

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

DRAFT

RECORDS FEE SCHEDULE 110-A EFFECTIVE ~~JULY 23, 2017~~SEPTEMBER 12, 2023		
COPIES OF PUBLIC RECORDS **RCW 42.56**	**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
CD/DVD	~~Actual cost of digital storage~~ device	~~RCW 42.56.120~~
Postage	Actual cost	RCW 42.56.120
Envelope/mailing container	Actual cost	RCW 42.56.120
Tasks performed by technical/management pPersonnel, e.g., IT data compilations, specialized access, etc. ~~; i.e. IT~~	~~Actual cost~~	RCW 42.56.120
Body Worn Camera Video Redaction	Costs of required redaction and editing	RCW 42.56.240(14)(f)
~~**OTHER RECORDS**~~	~~**FEE**~~	
~~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~~	

DRAFT

RATES FOR RECORDS' TASKS	FEE	REFERENCE
Performed by technical/management personnel; i.e. IT, GIS	$45/hour[1]	

[1] 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

(Must be submitted NLT 3PM Wednesday for next week agenda) AUG 2 1 2023

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

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

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.163
Appointee(s)
HHS

DRAFT

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AGENDA ITEM SUMMARY AUG 2 1 2023

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

Department: Parks, Fair, and Facilities

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 # N/A

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ Other: Call for Bids Lk. Pleasant Boat Launch Piling Project

Documents exempt from public disclosure attached: ☐

Executive summary: Notice to call for bids: Lake Pleasant Boat Launch Piling Replacement Project #2304PR.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **Funds for this project have been approved in the 2023 Capital Budget and RCO Boating Facilities Grant. The project proposed cost $148,000.00.**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Parks, Fair, and Facilities Department recommend approval of this project.

County Official signature & print name: _____ Don Crawford.

Name of Employee/Stakeholder attending meeting: Don Crawford.

Relevant Departments: Parks, Fair, and Facilities Department.

Date submitted: 08.10.2023.

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* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Call for BIds Lake Pleasant Community Beach County Park Boat Launch Piling Replacements

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, October 3, 2023** for:

CLALLAM COUNTY
- LK. Pleasant Piling Replacement Bid –

Complete drawings and specifications may be obtained from Pen Print, Inc., Phone 360.457.3404. All bidding and related questions shall be directed to Don Crawford, Clallam County Parks, Fair, & Facilities., Phone: 360.417.2429 or Email: Donald.crawford@clallamcountywa.gov

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – CLALLAM COUNTY – LK. Pleasant Piling Replacement Bid.** Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**
Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

Bidders on Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 90 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Thursday, September 14, 2023 @ 3:00 PM. All interested bidders are to meet at the project site, located at 10 Picnic Loop Beaver, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this _____ day of _____2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Mark Ozias, Chair

ATTEST:

_____
Loni Gores, Clerk of the Board

Publish: **September 1, & September 8, 2023**(PDN)
Bill: Clallam County Parks, Fair, & Facilities

END OF SECTION 00100

Clallam County Parks, Fair & Facilities Department

Lake Pleasant Community Beach County Park
-Boat Launch Piling Replacements-

Located at 10 Picnic Loop Beaver, WA 98305

PROJECT NUMBER:
#2304PR

January 2023

Consultant:

Watersmith Construction, Inc.
5018 Lambskin St.
Tumwater, WA 98512
Phone: 360.412.0202
Email: singingwaters@sbcglobal.net

Owner Representative:

Clallam County Parks, Fair & Facilities Department
223 East 4th Street, Suite 7
Port Angeles, WA 98362
Contact: Don Crawford, Director
Phone: 360.417.2429
Email: Donald.crawford@clallamcountywa.gov

For the:
BOARD OF CLALLAM COUNTY COMMISSIONERS
Mark Ozias, Chair
Randy Johnson
Mike French

PROJECT MANUAL

BID PROPOSAL FORM

Project Name: **Clallam County Lk. Pleasant Piling Replacement Project**
Project Number(s): **#2304PR**

To: **CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT**

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL

1. BASE BID AMOUNT:

_____dollars($_____).

2. ALTERNATE BID AMOUNT:

_____dollars($_____).

3. TOTAL BID:

_____dollars($_____).

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered _____
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name:

_____

Address: _____ Telephone (____) _____

_____

Contractor's License No. _____ Exp.Date _____

The firm submitting this proposal is a: _____ Sole Proprietorship
_____ Corporation
_____ Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

_____ _____
_____ _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____

_____(Seal)

FIRM NAME _____

END OF SECTION 00300

ARTICLE 1 - STATEMENT OF BIDDER'S QUALIFICATIONS

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: _____
2. Business Address: _____
3. How many years has said bidder been engaged in the contracting business under the present firm name? _____
4. Contracts now in hand (Gross Amount): _____
5. General character of work performed by said company:

   _____
6. List of more important projects constructed by said company, including approximate costs and dates:

7. List of company's major equipment:

8. Bank references:

9. Department of Labor and Industries Firm No.: _____
10. Department of Revenue Registration: _____

_____ _____
Name of Bidder Title

_____ _____
By Date

ARTICLE 2 - STATEMENT OF PROPOSED SUB-CONTRACTORS AND MAJOR MATERIAL SUPPLIERS

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

SUB-CONTRACTOR'S LIST:

NAME & ADDRESS	DESCRIPTION OF WORK/MATERIAL

MATERIAL SUPPLIERS LIST:

MATERIAL SUPPLIERS	DESCRIPTION OF WORK/MATERIAL

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: _____

PROJECT NAME: **Clallam County Lk. Pleasant Piling Replacement Project**

PROJECT NO.: **#2304PR**

DATE: _____

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

_____ 1. Interest Bearing Account: The County will deposit Retainage checks in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.

_____ 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.

_____ 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete and all paperwork submitted. (Pertains to projects under $35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County, or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

_____
(Contractor's Signature)

_____
(Title)

ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE BOND FOR
CLALLAM COUNTY, WASHINGTON

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is ***initially*** _____ _____Dollars ($_____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.

(3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

(a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
(b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
(c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to

attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

_____
(Type or print name of Attorney-in-Fact)

_____
(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By:_____
(Signature of authorized signer for Contractor)

_____
(Type or print name of signer for Contractor)

_____
(Type or print title of signer for Contractor)

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR CONTRACTOR

On this _____ day of _____, ____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

_____ _____
(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____. ***SEAL →***

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR SURETY

On this _____ day of _____, ____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

_____ _____
(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____. ***SEAL →***

ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.

2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.

3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.

4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of _____)
) ss
County of _____)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the _____ (*president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be*) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(CORPORATE SEAL)

_____
(Contractor's Signature)

_____
(Title)

_____
Notary Public in and for the State of Washington
Residing at _____

Individual:

State of _____)
) ss
County of _____)

On this day personally appeared before me _____ to me known to be the individual, or individuals described herein and who executed the within and foregoing instrument, and acknowledged that he *(she or they)* signed the same as his *(her or their)* free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 20_____.

_____
(Contractor's Signature)

_____
(Title)

_____
Notary Public in and for the State of Washington
Residing at _____

ARTICLE SIX – INSURANCE CERTIFICATE - SAMPLE

FORM 05.07.08 PW-ROADS	**CLALLAM COUNTY, WA** **CERTIFICATE OF INSURANCE**	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED (Legal name and business address)	CERTIFICATE HOLDER: CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 223 EAST FOURTH ST. STE. 7 PORT ANGELES, WA 98362	CONTRACT NUMBER DATE ISSUED:

PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:

This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ Commercial General Liability ☐ ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protection ☐ _____ ☐ Deductible $				General Aggregate	$
					Products Comp/Ops Aggregate	$
					Personal & Advertising Injury	$
					Each Occurrence	$
					Fire Damage (Any One Fire)	$
					Medical Expense (Any One Person)	$
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability ☐ Deductible $				CSL	$
					Bodily Injury (per person)	$
					Bodily Injury (per accident)	$
					Property Damage	$
	EXCESS LIABILITY ☐ ☐ Other Than Umbrella Form				Each Occurrence $	Aggregate $
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					$	(Each Accident)
					$	(Disease Policy Limit)
					$	(Disease-Each Employee)
	OTHER					

ADDITIONAL PROVISIONS

CLALLAM COUNTY is included as additional insured as related to the above-mentioned project.
Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290

COMPANIES AFFORDING COVERAGE		ISSUING COMPANY, AGENT OR REPRESENTATIVE	
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed.		NAME:	
Company Letter	A	ADDRESS:	
	B		
	C	Authorized Signature	
	D	Title	
	E	Signature Date	
		Signee Name	
		Telephone No.	

END OF SECTION 00400

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: **Clallam County Lk. Pleasant Piling Replacement Project**
Project Number(s): **#2304PR**

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **Contractor name and address**, hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement.

2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.

3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.

4. **The Contractor shall achieve Substantial Completion of the entire work no later than MONTH/DATE/YEAR subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than MONTH/DATE/YEAR.**

5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Dollars & Cents ($0.00),** subject to additions and deductions as provided in the Contract Documents.

6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
   Alternates/Unit Pricing:

   Alternate #1:

   Unit Price #1:

7. Progress Payments

   a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided for below and elsewhere in the Contract Documents.
   b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
   c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
   d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
   e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
   f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
   g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
      - ❑ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

- ❑ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
- ❑ Subtract the aggregate of previous payments made by the Owner; and
- ❑ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.

8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.

9. Other documents, if any, forming part of the Contract Documents are as follows:

   A. UBI Certification # _____(copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2022.

CONTRACTOR:
Name

_____
(By)

_____
(Its)

Date: _____, 2022

OWNER:
Clallam County Commissioners

_____
Mark Ozias, Chair

Attest:

_____
Loni Gores, Clerk of the Board

This Contract has been Approved As To Form by the Clallam County Prosecuting Attorney

END OF SECTION 00500

PROJECT: **Clallam County Lk. Pleasant Piling Replacement Project**

Owner/Arch/Eng: Clallam County
Project Number: #2304PR

TO:

Contractor:

Contract for:

Contract Date:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, 20_____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner/Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Owner/Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER	**BY**	**DATE**

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion

CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession thereof at _____ p.m. on _____, 20_____.

OWNER	**BY**	**DATE**

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

PILE DRIVING SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

A. The work of this Technical Specification consists of furnishing all plant, equipment, labor and materials and performing all operations in connection with fabricating, coating, transporting, handling, storing, and installing steel pipe piles for the boat ramp handling floats at the Clallam County Lake Pleasant Park . It also includes the removal of the existing wooden piling. Piling construction work includes:

B.

a. Supply and install five (5) 6.625 inch outside diameter x 0.280 inch thick galvanized steel pipe piles for anchoring the existing boat launch handling floats.
b. Remove the existing five (5) wooden piles.

1.2 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this Technical Specification to the extent referenced. The publications are referred to in the text by designation only.

ASTM

A36	Structural Steel
A252	Welded and Seamless Steel Pipe Piles

AWS

"Structural Welding Code – Steel", AWS D1.1

complete record of all the installed piles to the County. The pile records shall be current, and as-built locations shall be noted on the Public Record Drawings.

C. Provide skilled workmen at all times who shall be experienced and familiar with construction of pile supported marine structures. Supervisory personnel shall have a minimum of five (5) years' experience with the work performed in this contract.

D. Welding

a. Weld procedure and quality: Welding shall be done in accordance with AWS D1.1, including procedures of repair of defective welds.

1.5 PRODUCT HANDLING

A Protection:

1. Product handling procedures shall be anticipated and accounted for in the Contractor-submitted work plan.
2. Use all means necessary to protect the materials of this Technical Specification before, during and after installation, and to protect the installed work and materials of other trades.
3. Piles in storage or temporary stock pile shall be supported in such a manner that will not impair the alignment of the piles.
4. Piles shall be handled and transported only with acceptable equipment and by qualified personnel.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to comply with the Technical Specifications at no additional cost to the County.

D. Dents, gouges, or arc strikes in the pling greater than 1/8-inch shall be removed or repaired as required under AWS. Pile deficiencies greater than 1/8-inch will be rejected, and the pile shall be removed from the site and replaced by the vendor at no additional cost to the County.

1.6 SUBMITTALS

A. Action Submittals

1. Mill test reports: Certified copies of mill test reports for structural steel. Piling and appurtenant materials shall be tested and certified by the Manufacturer to meet the specified chemical, mechanical, and section property requirements to delivery to the site.
2. Material certificates: Submit for each shipment of steel pile certificates identified with specific lots prior to installing piling.
3. Shop drawings: shop drawings for steel piles and any associated weldments/hardware prior to fabrication.
4. Procedure for timing and procedure of piling driving relative to float installation shall be submitted to the County in writing for review. Contractor shall coordinate installation requirements.
5. Pile placement plan: submit pile placement plan for review.

PART 2 – PRODUCTS

2.1 GENERAL

A. All pipe piling shall be new, round pipe and have minimum outside diameter and wall thickness as indicated o the Contract Drawings. Steel pipe piles shall be straight seam ERW welded or seamless pipe and shall conform to the requirements of ASTM A252, Grade 3 (fy = 50 ksi min.), or stronger with chemistry suitable for welding. Spiral; weld pipe shall not be used.

B. Steel pipe piles shallbe galvanized in accordance with ASTM A123.

C. Welding consumables shall conform to the requirements of the applicable provisions of AWS

2.2 FIBERGLASS PILING CAPS (BIRD CAPS)

A. Piling caps shall be a heavy duty white conical cap with a cylindrical sleeve to fit over the top of all piles.

B. The pile cap shall be fiberglass, and the final outer surface shall be smooth and without apparent waves, wrinkles or other surface defects.

C. The cone taper shall be between 40 and 60 degrees. The wall thickness of all surfaces of the cap shall be 1/8inch minimum.

D. The piling caps shall be bonded to the pile within approved marine grade adhesive/sealant for use in wet environments, such as 3M Marine 5200.

PART 3 – EXECUTION

3.1 GENERAL

A. Scheduling of piling installation shall be coordinated with the County.

B. All pile fabrication and installation operations shall be in accordance with OSHA regulations including 1926.603 Pile Driving equipment and 1926.605 Marine Operations and Equipment.

C. Preparation: Visually inspect piles when delivered and when in the leads immediately before driving for defects or damage. Repair defects or damage as specified.

D. Handling: Handle piles so as to protect the piles. Lift steel piles by using appropriate rigging.

3.2 PILE DRIVING

A. Permit requirements: pile installation shall be conducted in accordance with the County provided regulatory permits, including WDFW HPA permit number2023-6-260+01.

B. All piling installation shall be conducted with the County present. The Contractor shall assist the County in monitoring pile driving.

C. Pile driving shall occur only during daylight hours.

D. Driving tolerances: Drive steel piles as accurately as possible, and at a minimum shall meet the specified location and angle tolerances, and shall ne driven to the minimum tip elevation shown on the Contract Drawings.

OSHA

1926.603 Pile driving equipment.

1926.605 Marine Operation and Equipment

1.3 PROJECT SITE CONDITONS

A. Subsurface Conditions. Existing subsurface conditions at the site consist of a combination of soil layers containing loose to dense gravel with silt and cobbles. The top 3 to 4 feet of soil consist of relatively loose silt and gravel, becoming more dense with increasing depth.

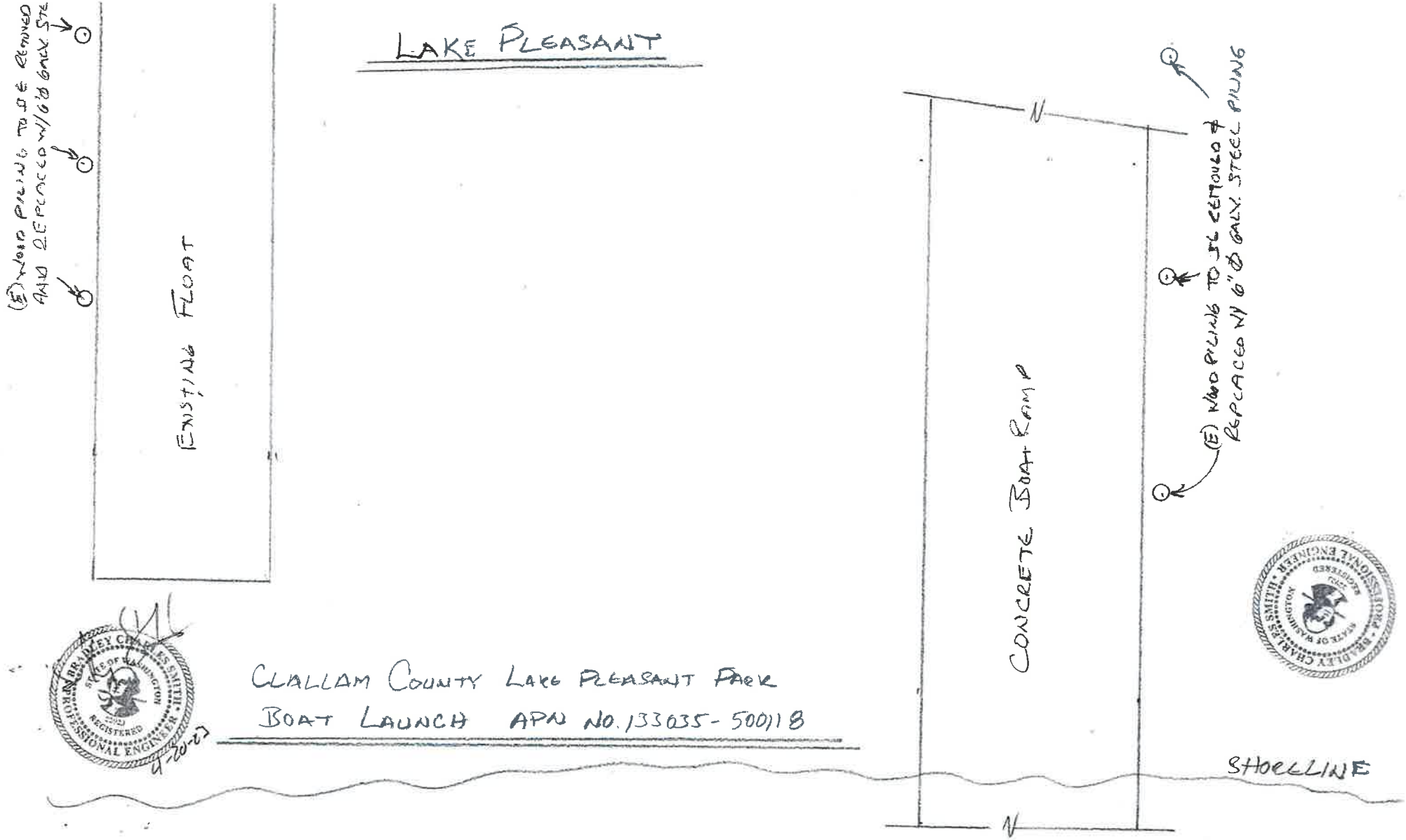
B. Pile Driving: Use of an impact or vibratory hammer may be used as needed to achieve the pile tip elevation as defined on the Contract Drawings, as governed by the WDFW HPA permit.

1.4 QUALITY ASSURANCE

A. The Contractor shall facilitate and assist the County in keeping an independent and complete record of each pile driven, noting the rate, type, time, location, and driving record with blow counts or inches per minute for every foot, ,or fraction of foot driven. Facilitation and assistance shall include, but not be limited to, providing visual access to the driving site, and access to Contractor driving records. Data shall be recorded on a "Pile Driving Record Sheet".

B. Records: The Contractor shall keep a complete and accurate record of each pile driven. Indicate pile location, plumbness, and direction of lean, diameter, original length, mudline elevation, cutoff elevation, penetration in inches per minute for entire driven length, penetration for the pile, total driving time in minutes and seconds for each pile, and hammer data including rate of operation, model, and size, unusual pile behavior, or circumstances experienced during driving, such as re-driving, heaving, weaving, obstructions and unanticipated interruption. Submit copy of "pile diving record Tests", including as-built drawings to the County. Submit a

LAKE PLEASANT



CLALLAM COUNTY LAKE PLEASANT PARK
BOAT LAUNCH APN NO. 133035-500118

CONTRACT # 10912.23.004 5

AGENDA ITEM SUMMARY

AUG 2 1 2023

(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 # 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

OLYMPIC PENINSULA VISITOR BUREAU

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

Aimee Conkle
Office Manager

OLYMPIC PENINSULA VISITOR BUREAU

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: _____

Clallam County Parks, Fair, and Facilities

By: ~~Don Crawford~~

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
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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AGENDA ITEM SUMMARY

2/21/23

(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: RMcC Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted:

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2/21/23

Clallam County
Grant Application Information

DEPARTMENT: **Parks, Fair, & Facilities**

DATE SUBMITTED TO W/S: **2.15.2023**

GRANT NAME:
OPVB 2023 Tourism Enhancement Grant

APPLICATION DEADLINE: **March 7th 2023**

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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AGENDA ITEM SUMMARY

AUG 2 1 2023

(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

Project Sponsor:

Project Title:

Project Number:

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:

Sponsor Project Contact | RCO Contact

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

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 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	

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

Agreement.

COMPLIANCE WITH APPLICABLE LAW

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

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination 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 participant 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.

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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 10ea1980s'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 TON 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 Admbeforeor 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.

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AGENDA ITEM SUMMARY

AUG 2 1 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 Gowdy

Relevant Departments: _____

Date submitted: 08/09/2023

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* 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

DocuSign Envelope ID: 786CA4B3-CEE4-4831-954B-67BF26D99E3B

Washington State Department of Commerce

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 7/31/23 - schedule for docusign

Washington State Department of Commerce

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Washington State Department of Commerce

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	6. Funding Source	7. Start Date	8. End Date
$527,277	Federal: ☐ State: ☒ Other: ☐ N/A: ☐	July 1, 2023	June 30, 2025

9. Federal Funds (as applicable)	Federal Agency:	ALN
N/A	N/A	N/A

10. Tax ID #	11. SWV #	12. UBI #	13. UEI #
N/A	SWV0000200-36	054-004-559	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	FOR COMMERCE
Name, Title	Corina Grigoras, Housing Division Assistant Director
Signature	Date
Date	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE

DS

DS

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Washington State Department of Commerce

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

Washington State Department of Commerce

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.

Washington State Department 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.

Washington State Department of Commerce

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

DocuSign

Certificate Of Completion

Envelope Id: 786CA4B3CEE44831954B67BF26D99E3B
Status: Sent
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
Signatures: 0
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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	Signature	Timestamp
Christopher Hanson christopher.hanson@commerce.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.4	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	**Status**	**Timestamp**
Jody Jacobsen jody.jacobsen@clallamcountywa.gov Juvenile Court Administrator Security Level: Email, Account Authentication (None)	**VIEWED** Using IP Address: 65.243.148.162	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	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	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.

8

AGENDA ITEM SUMMARY

AUG 2 1 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: Jolly Jacobsen Jolly Jacobsen

Name of Employee/Stakeholder attending meeting: 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

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

DocuSign Envelope ID: 29474987-AE16-43F2-9AA0-ACAB9DE5C9DE

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*
Chierf Financial and Management Officer *Title*	*Title*

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

DocuSign Envelope ID: 29474987-AE16-43F2-9AA0-ACAB9DE5C9DE

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

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- 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

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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

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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.

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- *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.

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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.

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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.

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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

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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 $ -

9

AUG 2 1 2023

AGENDA ITEM SUMMARY

(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 Kuehn Jodi Jacobson

Name of Employee/Stakeholder attending meeting: 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

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

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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*	*Signature* *Date*
Christopher Stanley, CGFM *Name*	Mark Ozias *Name*
Chief Financial and Management Officer *Title*	Chair, Board of County Commissioners *Title*

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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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

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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

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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

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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.

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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.

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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.

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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

n:\programs & organizations\wajca\contracts\exhibit as & bs (and old cs-reporting)\exhibit a becca cost guidelines 2023.docx

AUG 2 1 2023 10

AGENDA ITEM SUMMARY

(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

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

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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	DCYF DIVISION	DCYF INDEX NUMBER	DCYF CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1215	2073CS-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)870-5727	Click here to enter text.	karena.mcgovern@dcyf.wa.gov

COUNTY NAME	COUNTY ADDRESS
Clallam County	1912 W 18th Port Angeles, WA 98363
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI) 054-004-559	COUNTY CONTACT NAME Jody Jacobsen

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(360) 565-2639	(360) 457-4875	jody.jacobsen@clallamcountywa.gov

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2023	06/30/2025	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)	DATE(S) SIGNED
	~~Jody Jacobsen~~	
DCYF SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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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.

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

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

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.

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

(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,

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.

EXHIBIT A

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.

EXHIBIT B

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 a 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

_____	$_____
_____	$_____
_____	$_____
_____	$_____
Administrative (not to exceed 15%)	$_____
TOTAL COST	$_____

EXHIBIT E

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.)

PROPOSED QUARTERLY TARGETS

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

ACTUAL QUATERLY TARGETS

1. ____ is the number of youth who ***participated*** in the project for the quarter being reported.
2. ____ is the number of youth who ***completed*** the project for the quarter being reported.

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

11

AGENDA ITEM SUMMARY

AUG 2 1 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 #851.23.007

☐ 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 Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting: 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	DCYF DIVISION	DCYF INDEX NUMBER	CCS CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1215	2072CS-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)870-5727	Click here to enter text.	karena.mcgovern@dcyf.wa.gov

COUNTY NAME	COUNTY DBA	COUNTY ADDRESS
Clallam County		223 East 4th St Suite 14 Port Angeles, WA 98362-3015

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)	COUNTY CONTACT NAME
054-004-559	Jody Jacobsen

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(360) 565-2639	(360) 457-4875	jody.jacobsen@clallamcountywa.gov

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2023	06/30/2025	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)	DATE (S) SIGNED
	Jody Jacobsen	
DCYF SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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.

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 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 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 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.

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

(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, 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.

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.

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.

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.

EXHIBIT B

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

County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR.

g. Comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract, and

h. When licensing or other statutory requirements differ from contract requirements, meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by the County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources:

a. Consolidated Juvenile Services (CJS) At-Risk Programs – The County Juvenile Court shall provide services pursuant to RCW 13.06, Chapter 110-710 WAC.

b. Special Sex Offender Disposition Alternative (SSODA) – The County Juvenile Court shall provide services pursuant to RCW 13.40.162 and the following standards:

(1) In a timely manner – ideally upon order of the disposition and no longer than 30 days, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Additionally, for the purpose of risk level classification, provide Juvenile Rehabilitation with all relevant information for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345 for youth adjudicated for any registerable sex offense. This includes SSODA offenses and any other sex offenses that require registration. The Juvenile Risk Level Classification Process and Contact Information is hereby incorporated by reference.

(2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly Document in the case record reductions in the levels of supervision and support for such reductions.

c. Chemical Dependency and Mental Health Disposition Alternative (CDMHDA)

(1) The county shall provide services pursuant to RCW 13.40.165 and the following standards:

(a) Utilize a Division of Behavioral Health and Recovery (DBHR) approved chemical dependency assessment as detailed in Attachment A of the County's Application;

(b) Include family service strategies and components; and

(c) Include random urinalysis testing.

(2) Courts may utilize deferred or stipulated order of continuance with CDMHDA eligible youth.

d. Suspended Disposition Alternative (SDA) Services

(1) The County shall provide services pursuant to RCW 13.40.0357.

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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

	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.

5. Consideration

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 courts 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.

6. Billing and Payment

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

EXHIBIT C

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, notification 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.

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AUG 2 1 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.

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 W. Emery, Bruce Emery

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

Relevant Departments: __DCD_____

Date submitted: 8-16-2023

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

Ordinance ____

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;~~

(2c) 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.

(10) "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.

(1910) "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.

(2011) "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.

(2112) "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.

(2213) "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.

(2314) "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.~~

(2415) "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.~~

(29~~17~~) "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.

(30~~18~~) "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.

(32~~20~~) "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.

(33~~21~~) "Primary roofline" means the roofline under which a majority of the square footage of the business is located.

(34~~22~~) "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.

(37~~23~~) "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.

(38~~24~~) "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 33.57.030~~060~~. 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 33.57.040~~70~~. 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;

(~~3~~2) 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;

(~~4~~3) 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;

(~~6~~4) 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;~~

(~~7~~6) 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;

(~~8~~7) 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;

(~~9~~12) 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.~~050~~030. 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 33.57.030~~33.57.080~~). 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.

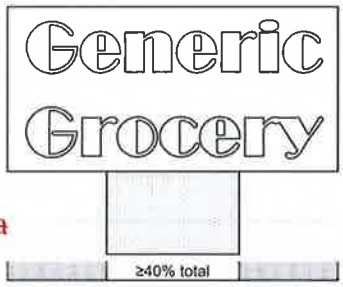
Section 33.57.060~~40~~. Commercial and industrial sign standards is amended to read as follows:

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.~~

(1~~2~~) F~~A f~~reestanding 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) s~~Shall not exceed thirty-two (32) square feet of sign area ~~and shall not exceed ten (10) feet in height above grade. F~~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~~ 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 unlit 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 milliamp ballasts shall not have lamps spaced closer than twelve (12) inches apart or if using 425 milliamp 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 33.57.070~~050~~. 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) L~~Freestanding, monument and facade signage in Residential/Resource zoning districts, regardless of use, is l~~imited to one unlit sign freestanding or façade 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; ~~.~~

(~~4~~2) 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 façade 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 unlit 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**
Urban Moderate Density	MD
Urban Very Low/Urban Low Density	VLD/LD
Urban Low Density	LD
Urban Very Low Density	VLD
Urban Residential Low	URL
Urban Residential High	URH
Rural Low Mixed	RLM
Rural Character Conservation 3	RCC3
Rural Character Conservation 5	RCC5
Quillayute Residential	QR
Western Regional Rural	RW1
Rural	R1
Rural Suburban Community	RSC
Western Regional Rural Moderate	RW2
Rural Moderate	R2
Western Regional Rural Low	RW5
Rural Low	R5
Rural Very Low	R20
Commercial Forest/Mixed Use 5	CFM5

~~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 ~~N~~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 nonconforming 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.

(c) 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

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AUG 2 1 2023

AUG 2 1 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☑ **Meeting Date:** August 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

Documents exempt from public disclosure attached: ☐

Executive summary: The purpose of this work session item is to review the Status Report of the Clallam County Hearing Examiner, prepared by the Department of Community Development, August 9, 2023. The Report evaluates by various measures the progress and success of the Clallam County Hearing Examiner under the current service provider, Sound Law Center, LLC.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☑ No budgetary impact anticipated.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) No action required at this time.

County Official signature & print name: Bruce Emery Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Bruce Emery

Relevant Departments: Department of Community Development

Date submitted: August 16, 2023

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 9, 2023

Board of Clallam County Commissioners

RE: Status Report for the Clallam County Hearing Examiner

In accordance with CCC 26.04.020, the Hearing Examiner shall be appointed by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board. Since 2017 (and prior), the County has contracted with Sound Law Center, LLC, Andrew Reeves, Managing Attorney, for provided hearing examiner services for Type 3 permits, appeals, enforcement cases and other incidental services. As of the writing of this report, Sound Law does not currently have an active contract with Clallam County but has stipulated to providing service without disruption pending contract renewal.

First and foremost, the purpose of the Hearing Examiner is to process and adjudicate on quasi-judicial land use permit applications and administrative enforcement issues. The following table shows the number of Hearing Examiner cases by case type, since January of 2017:

Clallam County Hearing Examiner Cases since 2017

Year	CUP	LDV	SHR	VAR	CMP	Appeals / Reconsiderations	**Total Heard for the Year**
2017	9	9	5	2	1	1	**27**
2018	14	4	5	1	16	7	**47**
2019	7	2	3	2	10	3	**27**
2020	1	1	0	1	8	1	**12**
2021	3	4	1	1	3	0	**12**
2022	16	8	0	1	4	4	**33**
2023	10	3	0	0	1	0	**14**
Totals by Case Type	**60**	**31**	**14**	**8**	**43**	**16**	**172**

CUP: Conditional Use Permit; LDV: Land Division; SHR: Shorline Permit: VAR: Variance; CMP: Complaint/Code Enforcement

As demonstrated by the data, the case load currently being processed by the Hearing Examiner is tracking towards pre-pandemic levels (> 20 cases/yr.). At **171** total cases in the past seven years, the Hearing Examiner processes and average of **25.9** cases annually. Generally speaking, Sound Law Center has been able to accommodate the level of permit, enforcement and other administrative cases at the pace set by Planning Division staff.

Effectiveness of Decisions. The processing of permits at the pace established by Planning Division staff is one measure of program success. Other measures may include the timeliness and effectiveness (legal soundness) of decisions. Concerning the latter, this may be demonstrated through appeals of hearing examiner decisions to higher courts of review. Since 2017, there have been **four** LUPA appeals to Superior Court and **one** shoreline appeal to the Shoreline Management Hearings Board. In all cases, no procedural defects or substantive reversals of the Hearing Examiner's decisions were established by the reviewing bodies. This confirms the soundness of the decisions being provided by the contracted Hearing Examiner as well as the supportive work being provided by Planning Division staff.

Timeliness of Decisions. Pursuant to CCC 26.04.050(10), written decisions of the Hearing Examiner shall be issued no later than 10 working days from the close of the record. Based on the last seven years, decisions have been issued/received by DCD staff on an average of **11.7** business days from the close of the records, and decisions were received on or before the 10-business-day requirement **70%** of the time. While this suggests a shortfall in the service provided, the Hearing Examiner usually provides notification during the hearings if vacation or other time delays may be expected. There are also cases that, by their complicated nature, simply require more time for a sound decision to be rendered.

Hearing Examiner services were certainly impacted by the pandemic. In 2020 and 2021, there were only 11 and 12 cases, respectively. There was also the need to switch to remote meetings. Although most firms were able to accommodate the new meeting environment, some simply did not continue—adding new demand to the limited, remaining service pool. The new client base added additional pressure to Sound Law Firm. From 2021 to the present, the average business days to receipt of a decision increased to **15.2** days, with only **46%** of the decisions being received within the ten-day timeframe. Sound Law has since hired additional examiners to address this issue, and our expectation is that the timeliness of decisions will improve accordingly.

Other Support and Considerations. The Hearing Examiner provides other services to the DCD. We are routinely provided with feedback on the effectiveness of our regulations and suggestions on how they can be improved. Not included in the above data are the pre-hearing meetings and remediation services that have been provided on more complex cases.

Another aspect of the program is its effectiveness at assisting with Code Enforcement cases. Up until 2023, an average of 1.3 enforcement cases were resolved prior to review by the Hearing Examiner. In 2023, that number has increased to seven, for an average of one per month. The definitive nature of Hearing Examiner review of a code enforcement case is proving to be an effective and increasing catalyst in obtaining compliance.

The hearing examiner services being provided by Sound Law Center are presently meeting the needs of the DCD. The quality of decisions provided by Sound Law is proving valuable with respect to higher court review and is ensuring consistent administration of the County's land use, development and environmental protection regulations, as well as the Department's code enforcement effort. The timeliness of decisions is one area that requires improvement but is being addressed by the service provider.

Please let me know if you have any questions regarding this information. I can be reached at ext. 2323 or at bruce.emery@clallamcountywa.gov.

Sincerely,

Bruce W. Emery

Bruce Emery, Director
Clallam County DCD

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AUG 2 1 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
- ☒ Resolution
- ☐ Draft Ordinance
- ☐ Contract/Agreement/MOU - Contract #
- ☐ Proclamation
- ☐ 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

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:

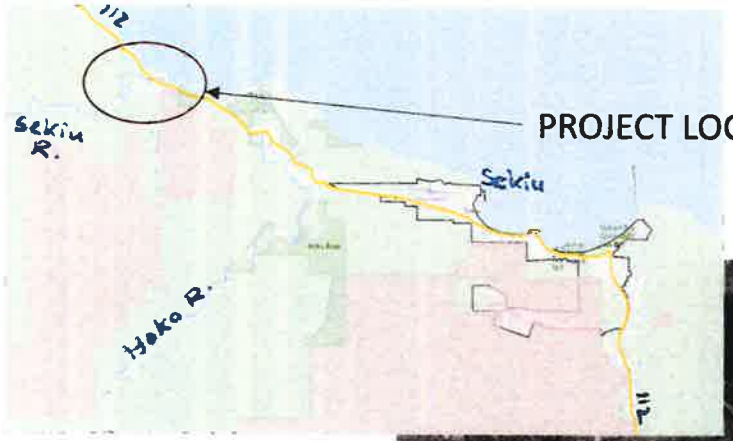
_____
Loni Gores, CMC, Clerk of the Board

_____
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





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AGENDA ITEM SUMMARY

AUG 2 1 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: August 21, ~~2003~~ 2023**

REGULAR AGENDA ☒ **Meeting Date: August 29, 2023**

Required originals approved and attached?
Will be provided on: 8/23/2023

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

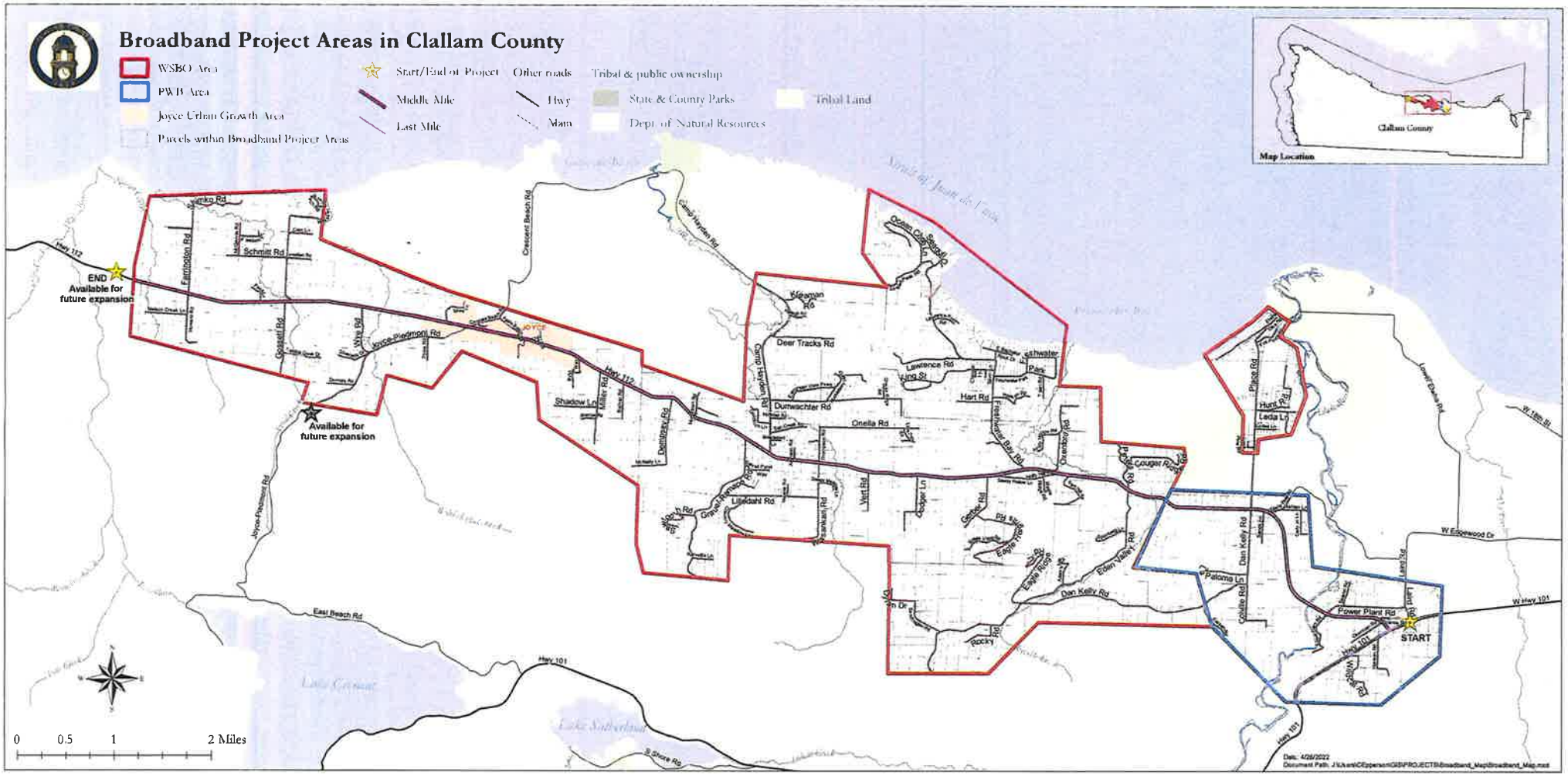
Relevant Departments: Public Works

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

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


Broadband Project Areas in Clallam County
WSBO Area
PWB Area
Joyce Urban Growth Area
Parcels within Broadband Project Areas
Start/End of Project
Middle Mile
Last Mile
Other roads
Hwy
Main
Tribal & public ownership
State & County Parks
Dept of Natural Resources
Tribal Land
Clallam County
Map Location
END
Available for future expansion
Available for future expansion
START
Hwy 112
Schmitt Rd
Crescent Beach Rd
Deer Tracks Rd
Dumwachter Rd
Onella Rd
Hart Rd
Lawrence Rd
Lisdahl Rd
Joyce-Piedmont Rd
Joyce-Finnriver Rd
East Beach Rd
Hwy 101
Dan Kelly Rd
Power Plant Rd
W Hwy 101
W Edgewood Dr
Lake Crescent
Lake Sutherland
0
0.5
1
2 Miles

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 COUNTYs' 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 DEFINTIONS, 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 DEFINTIONS, 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

EXHIBIT C

WASHINGTON STATE BROADBAND OFFICE (WSBO) GRANT CONTRACT

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Washington State Department of Commerce

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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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 1st 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	PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525
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	**ALN (CFDA #):** 21.027	**Indirect Rate:** N/A
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	**FOR COMMERCE**
DocuSigned by: Mark Ozias EB478729BB04474... Mark Ozias, Clallam Co Commissioner 12/27/2022 | 12:03 PM PST Date	DocuSigned by: Mark Barkley 80312B04865C458... Mark K. Barkley, Assistant Director, Local Government Division 1/3/2023 | 6:22 AM PST Date
APPROVED AS TO FORM ONLY DocuSigned by: Bert Dee Boughton 08BB3E86E80B4E9... Dee Boughton, Deputy Prosecuting Attorney 12/5/2022 | 9:57 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.

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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.

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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.

SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS

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:

SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS

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 it 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). 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 it 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 it 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:

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.

(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,

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.

GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS

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.

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.

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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
EB47B720BB04474...
Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST
DATE

Attachment B

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:
Mark Ozias
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Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST
DATE

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Attachment C

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:
Mark Ozias
EB47B729BB04474...
Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST
DATE

DocuSign Envelope ID: DA82471E-19E7-4774-AA85-7FCDF407A55F

Washington State Department of Commerce

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

DocuSign

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
Certificate Pages: 6
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Chelsea Bagwell
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
chelsea.bagwell@commerce.wa.gov
IP Address: 147.55.149.185

Record Tracking

Status: Original
11/16/2022 7:54:22 AM
Holder: Chelsea Bagwell
chelsea.bagwell@commerce.wa.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Washington State Department of Commerce
Location: DocuSign

Signer Events	Signature	Timestamp
Bert Dee Boughton dee.boughton@clallamcountywa.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Bert Dee Boughton 06BB3E66E89B4E9...	Sent: 11/18/2022 8:29:09 AM Resent: 11/22/2022 1:35:42 PM Viewed: 12/5/2022 9:53:51 AM Signed: 12/5/2022 9:57:57 AM
	Signature Adoption: Pre-selected Style Using IP Address: 65.243.148.162	
Electronic Record and Signature Disclosure: Accepted: 12/5/2022 9:53:51 AM ID: d79afb9a-078b-4017-94f9-c36948607f53		
Mark Ozias Mark.ozias@clallamcountywa.gov Chair, Board of County Commissioners Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Ozias EB47B729BB04474...	Sent: 11/18/2022 8:29:09 AM Resent: 11/22/2022 1:35:42 PM Viewed: 12/27/2022 12:03:30 PM Signed: 12/27/2022 12:03:52 PM
	Signature Adoption: Pre-selected Style Using IP Address: 65.243.148.162	
Electronic Record and Signature Disclosure: Accepted: 12/27/2022 12:03:30 PM ID: 5815aba2-5fee-45e0-b22c-43dc1d7ce89c		
Chelsea Bagwell chelsea.bagwell@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	DS CdB	Sent: 12/27/2022 12:03:56 PM Viewed: 12/27/2022 12:41:11 PM Signed: 12/27/2022 12:41:17 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.130	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Connie Rivera connie.rivera@commerce.wa.gov Security Level: Email, Account Authentication (None)	DS CR Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.169	Sent: 12/27/2022 12:41:22 PM Viewed: 12/27/2022 2:23:49 PM Signed: 12/27/2022 2:24:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	DS TH 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)	DocuSigned by: Mark Barkley 80312B04865C458... 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
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	Status	Timestamp
Steve Gray steve.gray@clallamcountywa.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 65.243.148.162	Sent: 11/16/2022 7:59:30 AM Viewed: 11/18/2022 8:29:08 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2022 8:29:08 AM ID: 03df6d44-dfd5-46e5-b3c1-4b84778f3a1c		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/16/2022 7:59:30 AM
Certified Delivered	Security Checked	1/3/2023 6:22:49 AM
Signing Complete	Security Checked	1/3/2023 6:22:55 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	1/3/2023 6:22:55 AM

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.

EXHIBIT D

PUBLIC WORKS BOARD (PWB) BROADBAND PROGRAM GRANT CONTRACT

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FACE SHEET

Contract Number: PBC22-96104-009
☒Subrecipient ☐Contractor

PUBLIC 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

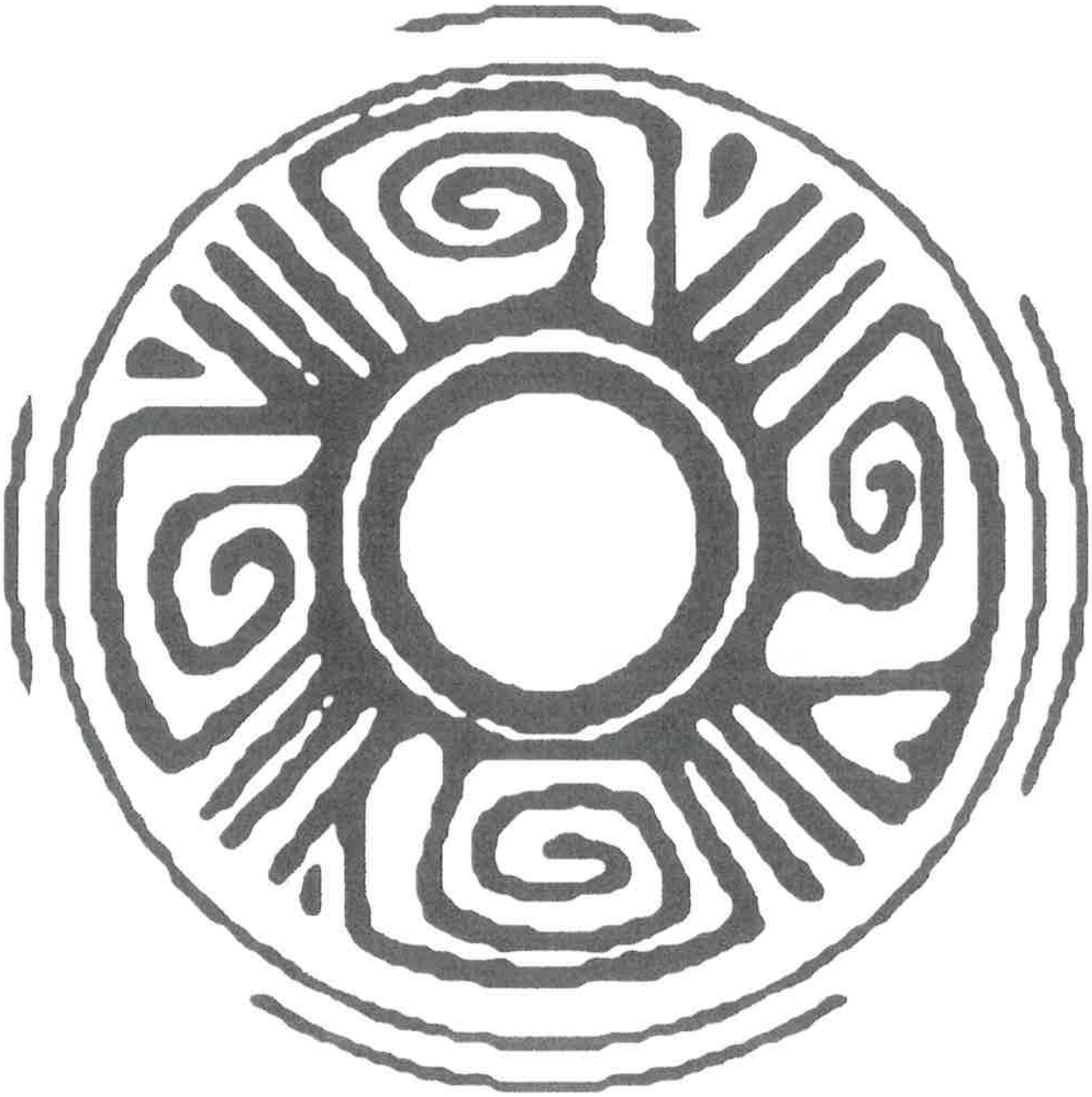
The Washington State Public Works Board (BOARD) and the subrecipient (Subrecipient) (the Parties) have entered into this performance-based Contract (Subaward) to undertake a broadband construction project (Project) that furthers the goals and objectives of the ARPA Coronavirus Capital Projects Fund as 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: Mark Ozias E8478729BB04474... Signature	DocuSigned by: 7245D4026D7B42E... Kathryn A. Gardow, Public Works Board Chair
Mark Ozias Print Name	12/28/2022 | 2:47 PM PST Date
Clallam County Commissioner Title	**APPROVED AS TO FORM ONLY**
12/27/2022 | 12:00 PM PST Date	*August 31, 2022* Dawn Cortez Assistant Attorney General

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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

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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 1067, 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.

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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.

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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.

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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 Ozias Clallam 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 Clallam County Commissioner
EB47B729BB0847A...
Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST
DATE

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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.

DocuSigned by:
Mark Ozias
EB47B729BB04474...
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 Ozias Clallam County Commissioner
SUBRECIPIENT SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST
DATE

DocuSign Envelope ID: 5418B238-EC84-45F9-963B-2F1934B28BFA

ATTACHMENT E: DEBARMENT CERTIFICATION

DEBARMENT

A. Subrecipient, defined as the primary participant and it 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.

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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 Clallam County Commissioner
EB47B729B804474...
Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST
DATE

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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
08BB9E60E69B4E9...
Signature of Attorney

12/5/2022 | 10:02 AM PST
Date

Bert Dee Boughton
Name

Address
Address

DocuSign

Certificate Of Completion

Envelope Id: 5418B238EC8445F9963B2F1934B28BFA
Status: Completed
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
Signatures: 8
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Initials: 0
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sheila.richardson@commerce.wa.gov
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Signer Events	Signature	Timestamp
Bert Dee Boughton dee.boughton@clallamcountywa.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Bert Dee Boughton 06BB3E66E89B4E9... Signature Adoption: Pre-selected Style Using IP Address: 65.243.148.162	Sent: 11/30/2022 9:46:10 AM Viewed: 12/5/2022 9:59:34 AM Signed: 12/5/2022 10:02:49 AM
Electronic Record and Signature Disclosure: Accepted: 12/5/2022 9:59:34 AM ID: 90276934-18fe-4d3a-ae7d-55e9bef416ad		
Mark Ozias mark.ozias@clallamcountywa.gov Chair, Board of County Commissioners Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Ozias EB47B729BB04474... Signature Adoption: Pre-selected Style Using IP Address: 65.243.148.162	Sent: 11/30/2022 9:46:09 AM Viewed: 12/27/2022 11:59:47 AM Signed: 12/27/2022 12:00:30 PM
Electronic Record and Signature Disclosure: Accepted: 12/27/2022 11:59:47 AM ID: c564dab0-4f2e-4489-bc82-1f365e606ed2		
Kathryn A. Gardow pwbgardowk@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: 7245D4026B7D42E... Signature Adoption: Uploaded Signature Image Using IP Address: 97.113.41.161	Sent: 12/27/2022 12:00:33 PM Viewed: 12/28/2022 2:46:33 PM Signed: 12/28/2022 2:47:22 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:46:33 PM ID: 6ed9f0ac-f9a4-4eb9-8d80-59a0171fda04		

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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/30/2022 9:46:10 AM
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Signing Complete	Security Checked	12/28/2022 2:47:22 PM
Completed	Security Checked	12/28/2022 2:47:22 PM

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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.

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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.

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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 GRADE	Position	Market Target MONTHLY WAGE	AVE HRLY RATE	Utility Rate (ave * 1.7)
11	Office Assistant	3130.00	18.06	30.70
12	Records Technician Student Intern I	3444.00	19.87	33.78
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 Records Specialist	5041.00	29.08	49.44
17	Accounting Specialist I Desktop Technician Network Technician Engineer Student Intern Human Resources & Safety Administrative Coordinator Operations Administrative Coordinator	5546.00	32.00	54.39
18	Accounting Specialist II Records Coordinator	6101.00	35.20	59.84
19	Benefit Analyst Contracts Coordinator Customer Service Coordinator Executive Assistant Finance Coordinator Payroll Coordinator Utility Services Advisor I Water and Wastewater Systems Coordinator	6707.00	38.69	65.78

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 Rate	**Utility Rate**	**O.T. 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"

	Basic Rate	**Utility Rate**	**O.T. Rate**	**Utility 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 Rate	**Utility Rate**	**O.T. 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

16

AUG 2 1 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: August 21, ~~2003~~ 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

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County was awarded a federal WaterSMART grant from the U.S. Bureau of Reclamation (USBOR) for construction of infrastructure improvement components in support of the Dungeness Off-Channel Reservoir (OCR) Project. Specifically, the grant will pay for needed infrastructure improvements upgradient of the Dungeness OCR site that include: install automated gates and flume at the existing Highland Irrigation Ditch (HID) diversion structure; replace existing fish screen and install a sediment flushing system, construct a settling basin; install automated flow control structure on the HID Canal where the HID H1 Lateral Canal splits off; and pipe 2,900 feet of the open HID H1 lateral ditch.

Attached is the Draft Notice of Award and USBOR financial assistant agreement. No County signature is required. Acceptance of the award is based on County starting work and drawing down grant 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?** ☐

Project requires a 25% match which is targeted to be covered by state grants.

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

Staff will provide a briefing of the scope of work under this grant. Authorize the Public Works Department to proceed to notify USBOR of concurrence with the Draft Notice of Award and financial assistant agreement.

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)

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

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
Draft as of 08/11/2023

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.507 - WaterSMART (Sustain and Manage America's Resources for Tomorrow)

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. R22AP00606-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN R22AP00606

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 08/14/2023 Through *MM/DD/YYYY* 03/31/2026

7. BUDGET PERIOD *MM/DD/YYYY*
From 08/14/2023 Through *MM/DD/YYYY* 03/31/2026

AUTHORIZATION (Legislation/Regulations)

Section 9504(a), Omnibus Public Lands Management Act of 2009, (Public Law 111-11), as amended.

8. TITLE OF PROJECT (OR PROGRAM)
Enhancing Environmental Benefits: Dungeness Reservoir Irrigation Conveyance Improvement Project

9a. GRANTEE NAME AND ADDRESS
CLALLAM, COUNTY OF
223 E 4th St STE 6
Port Angeles, WA, 98362-3000

9b. GRANTEE PROJECT DIRECTOR
Mr. Steve Gray
223 E 4TH ST STE 1
PORT ANGELES, WA, 98362-3000
Phone: 360-417-2290

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Mark Ozias
223 E 4th St
Port Angeles, WA, 98362-3015
Phone: 360-417-2233

10b. FEDERAL PROJECT OFFICER
Ms. ROBIN GRABER
Bureau of Reclamation
Denver Federal Center
Denver, CO, 80215-1000
Phone: 3034452764

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		—
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	52,269.75
b. Fringe Benefits	$	24,260.69
c. Total Personnel Costs	$	76,530.44
d. Equipment	$	0.00
e. Supplies	$	0.00
f. Travel	$	362.88
g. Construction	$	2,339,680.00
h. Other	$	0.00
i. Contractual	$	0.00
j. TOTAL DIRECT COSTS →	$	2,416,573.32
k. INDIRECT COSTS	$	18,048.83
l. **TOTAL APPROVED BUDGET**	$	2,434,622.15
m. Federal Share	$	1,813,275.00
n. Non-Federal Share	$	621,347.15

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	1,813,275.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	1,813,275.00
13. Total Federal Funds Awarded to Date for Project Period	$	1,813,275.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)
See next page

GRANTS MANAGEMENT OFFICIAL:
Katherine Calagua, Grants Management Specialist
PO BOX 25007
Denver, CO, 80225-0007
Phone: 3034452049

17. VENDOR CODE 0070178830 **18a. UEI** JV6JJNELRBS5 **18b. DUNS** 075739235 **19. CONG. DIST.** 06

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051026803-00010	$1,813,275.00	08/14/2023	03/31/2026	0680	R-DO-2022-001588 EWRP Clallam County, WA

REMARKS:

Recipients are NOT required to sign the Notice of Award or any other award document. Recipients indicate their acceptance of an award, including award terms and conditions, by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339-343.

Program Income is not authorized on this agreement.

DRAFT

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/14/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Final	07/29/2026

DRAFT

AWARD ATTACHMENTS

CLALLAM, COUNTY OF R22AP00606-00

1. R22AP00606 Agreement FINAL

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

R22AP00606

Between
Bureau of Reclamation
And
Clallam County
For
Dungeness Reservoir Irrigation Conveyance Improvement Project

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Financial Assistance Agreement
Between
Bureau of Reclamation
And
Clallam County
For
Dungeness Reservoir Irrigation Conveyance Improvement Project

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and **Clallam County** (Recipient), pursuant to Section 9504(a) of the SECURE WATER ACT, Subtitle F of Title IX of the OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009, Public Law 111-11 (42 United States Code [U.S.C.] 10364) as amended (the "Act").

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The **Dungeness Reservoir Irrigation Conveyance Improvement Project** (Project) achieves the public purpose of the Act by completing an infrastructure improvement or activity that will advance one or more components of an established strategy or plan to increase the reliability of water supply for ecological values.

3. BACKGROUND AND OBJECTIVES

Through WaterSMART (Sustain and Manage America's Resources for Tomorrow), Reclamation leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply sustainability through investments and attention to local water conflicts.

Through the WaterSMART Environmental Water Resources Projects, Reclamation provides assistance to states, tribes, irrigation districts, water districts, other entities with water or power delivery authority, and non-profit conservation groups to undertake projects focused on environmental benefits and that have been developed as part of a collaborative process to help carry out an established strategy to increase the reliability of water resources. These projects include water conservation and efficiency projects that result in quantifiable and sustained water savings and benefit ecological values; water management or infrastructure improvements to mitigate drought-related impacts to ecological values; and watershed management or restoration

projects benefitting ecological values that have a nexus to water resources or water resources management.

Clallam County will implement a water conservation and diversion improvement project to improve flows in the Dungeness River near the City of Sequim in northwest Washington. The Dungeness River supports Endangered Species Act listed Puget Sound Chinook, Puget Sound Steelhead, Hood Canal/Strait of Juan de Fuca Summer Chum, and Bull Trout. However, populations have declined and drought conditions in the late summer have impacted migration and spawning habitat. The project will pipe 2,900 feet of an open canal, install an automated headgate at the intake and upgrade a flow control structure at an irrigation split, allowing for responsive management based on water demand. Water conserved through the project during the winter and spring will be held in an off-channel reservoir and released during summer months to help meet instream flow needs during peak irrigation season. The project will also upgrade existing fish screens to reduce fish mortality. This project stems from multiple planning efforts, including the Elwha Dungeness Watershed Plan and the comprehensive Irrigation District Management Plan. Project partners include Clallam Conservation District, Dungeness Water Users Association, Jamestown S'Klallam Tribe, Sequim, Washington Department of Ecology, Washington Department of Fish and Wildlife, and Washington Water Trust.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the issue date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement's project period (period of performance) shall remain in effect through the date shown in block 6 of the NOA and may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is **$2,434,622.15** and the total estimated amount of federal funding is **$1,813,275.00**. The initial amount of federal funds available is limited to **$1,813,275.00**. as indicated by "Amount of Financial Assistance This Action" within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

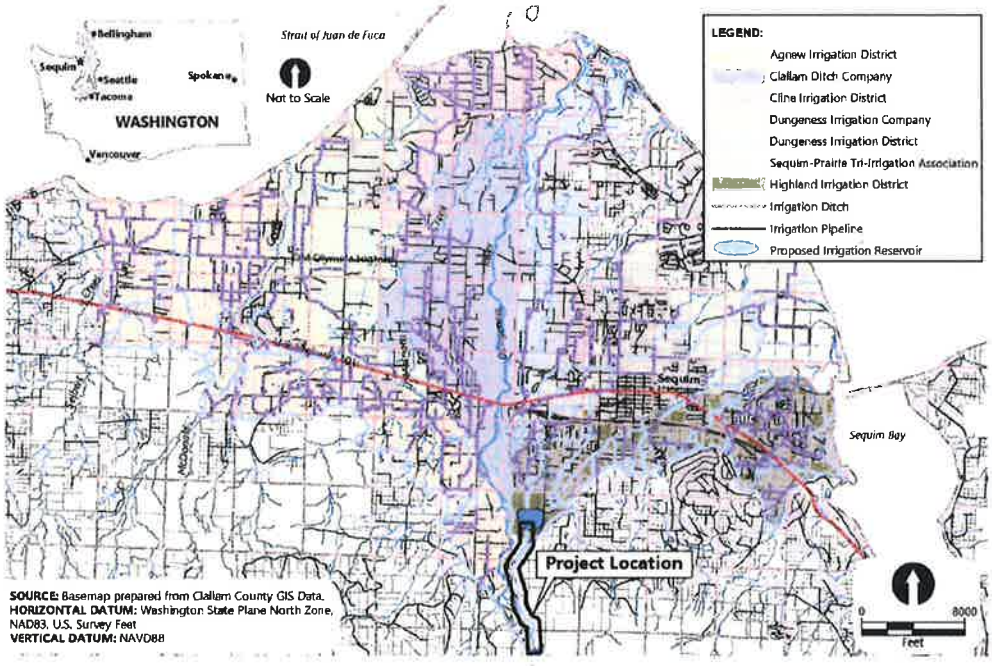
5. SCOPE OF WORK AND MILESTONES

Under this Agreement, the Recipient shall:

- Install automated gates and a flume at an existing diversion structure.
- Replace existing fish screen material with stainless steel perforated plate and install a sediment flushing system
- Construct settling basin

- Install automated flow control structure on the Highland Irrigation District Canal where the H1 Lateral splits off
- Pipe 2,900 feet of the open H1 Lateral ditch

The upstream end of the project is located at 48°1.546'N, 123° 8.211'W and the downstream end of the project is located at 48°3.002'N, 123°8.419'W.



The milestones* for completing the Project are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete environmental and cultural resource compliance	November, 2022	December, 2024
Construction contract bid and award	January, 2025	March, 2025
Construct diversion improvements	April, 2025	March, 2026
Construct settling basin	April, 2025	March, 2026

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Construct canal flow control structure	April, 2025	March, 2026
Construct ditch piping	April, 2025	March, 2026

*Construction could start sooner if permitting is finalized earlier. Currently permitting is taking close to 1 year according to the regulatory agencies.

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Interim Performance Reports. The Recipient shall prepare and submit to Reclamation interim Project performance reports (Interim Performance Reports) as required by Section 10 of this Agreement. Each Interim Performance Report will include (but is not limited to) the information identified in paragraph 10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the reporting period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

6.1.3 Final Project Report. The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section 10 of this Agreement. The Final Project Report will include (but is not limited to) the information identified in paragraph 10.3 and will discuss the following:

- Whether the Project objectives and goals were met

- Discussion of the benefits achieved by the Project, including information and/or calculations supporting the benefits
- How the project improves long-term ecological value
- How the project demonstrates collaboration, if applicable
- Photographs documenting the project are also appreciated
- Any work products developed as a result of funding provided under this Agreement. These products may include, but are not limited to, any data or tools developed in the performance of the Project.

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient. Recipient also understands that the Final Project Report is a public document and may be made available on Reclamation's website, www.usbr.gov/watersmart/.

6.1.4 Tangible Personal Property. The Recipient shall use materials and supplies purchased under this Agreement in accordance with 2 CFR §200.314. Within 120 days after the period of performance is complete, the Recipient shall complete and submit a Tangible Personal Property Report (SF-428); Final Report (SF-424B); Disposition Request (SF-424C); and, if appropriate, Supplemental Form (SF-428S). If the value of the remaining materials and supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the Recipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. Should the personal property be sold, the Recipient may deduct and retain from the Federal share $500.00 or ten percent of the proceeds, whichever, is less, for its selling and handling expenses.

6.1.5 Equipment. The Recipient shall use, manage and dispose of the equipment purchased under this Agreement in accordance with 2 CFR §200.313. After the period of performance is complete, the Recipient is authorized to retain the equipment for use consistent with the purpose of this project or the performance of work for another Federal financial assistance agreement. If the item of equipment is no longer needed for these purposes, and the fair market value of the item is greater than $5,000.00, the Recipient shall sell the equipment and return the Federal share of the proceeds to Reclamation. Should the equipment be sold, the Recipient may deduct and retain from the Federal share $500.00 or ten percent of the proceeds, whichever, is less, for its selling and handling expenses.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Budget Summary			
6. Budget Object Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	$52,269.75		
b. Fringe Benefits	$24,260.69		
c. Travel	$362.88		
d. Equipment	$0.00		
e. Supplies	$0.00		
f. Contractual	$0.00		
g. Construction	$2,339,680.00		
h. Other Direct Costs	$0.00		
i. Total Direct Costs	$2,416,573.32		
i. Indirect Charges	$18,048.83		
Total Costs	$2,434,622.15	$1,813,275.00	$621,347.15
	Cost Share Percentage	74.48%	25.52%

7.2 Cost Sharing Requirement

At least 25% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this Agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after **November 01, 2022** which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(h) the recipient must request prior written approval for any of the following changes:

(a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.

(b) Revisions which require additional Federal funds to complete the project.

(c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E "Cost Principles"

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, administrative corrections which do not impact the terms and conditions of the Agreement, or it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement. Acceptance of an amendment is indicated by starting work, drawing down funds, or electronic acceptance.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Steve Gray, Deputy Director
Clallam County Public Works
223 East 4th Street, Suite 6
Port Angeles, WA 98362-3000
(360) 417-2290
steve.gray@clallamcountywa.gov

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

(a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;

(b) Approve through formal amendment changes in the scope of work and/or budget;

(c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;

(d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;

(e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.339-340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due **90 calendar days** after the reporting period; quarterly or semiannual reports must be due **30 calendar days** after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due **120 calendar days** after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	**Semi-Annual**	Final Report due within **120 days** after the end of the period of performance.
Reporting Period	**October 1 through March 31** and **April 1 through September 30.**	Entire period of performance
Due Date	Within **30** days after the end of the Reporting Period.	Final Report due within **120 days** after the end of the period of performance **or** completion of the project.
First Report Due Date	The first performance report is due for reporting period ending **09/30/2023**	N/A
Submit to:	Reports can be submitted using **GrantSolutions.gov**	Reports can be submitted using **GrantSolutions.gov**
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	**Semi-Annual**	Final Report due within **120 days** after the end of the period of performance or completion of the project.
Reporting Period	**October 1 through March 31** and **April 1 through September 30.**	Entire period of performance
Due Date	Within **30 days** after the end of the Reporting Period.	Final Report due within **120 days** after the end of the period of performance **or** completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending **09/30/2023**	N/A
Submit to:	Reports can be submitted using **GrantSolutions.gov**	Reports can be submitted using **GrantSolutions.gov**

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.339 up to and including unilateral termination of this agreement, per 2 CFR 200.340.

12. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

13. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility. An infrastructure improvement to a Federal facility is any segment of a project that results in a modification to a portion of a Federal facility that is integral to the existing operations of that facility.

The Recipient shall hold title to improvements that are not integral to the existing operations of the facility. For this agreement, the following improvements are not considered infrastructure improvements to a Federal facility.

(1) NONE

14. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

15. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

(a) **IN GENERAL**.—Except as provided under chapter 171 of title 28, United States Code (commonly known as the ''Federal Tort Claims Act''), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or

occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

(b) **TORT CLAIMS ACT**.—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the ''Federal Tort Claims Act'').

16. INTANGIBLE PROPERTY (2 CFR 200.315)

Title to trademarks, copyrights, patents, patent applications, and other intangible property (see §200.59 Intangible property) acquired under this Agreement vests upon acquisition to the Recipient. The Recipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of Reclamation. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313(e).

The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Agreement. Reclamation reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

The Recipient is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

17. BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE [Public Law 117-58, Sec. 70911-70917 of IIJA]

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured

in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information.

The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days.

Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

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

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies".

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified

date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

(i) The non-Federal entity receives less than $250,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.

(9) Interest earned amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Bureau of Reclamation through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For returning interest on Federal awards paid through ASAP, the refund should:

(A) Provide an explanation stating that the refund is for interest;

(B) List the ASAP Account

(C) List the Federal award number(s) for which the interest was earned; and

(D) Make returns payable to: Bureau of Reclamation.

(ii) For returning interest on Federal awards not paid through ASAP, the refund should:

(A) Provide an explanation stating that the refund is for interest;

(B) List the Federal award number(s) for which the interest was earned; and

(C) Make returns payable to: Bureau of Reclamation

(10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:

(i) Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, PMS, or another Federal agency payment system.

(ii) Relevant ASAP account numbers.

(iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)

(11) When returning funds or interest to Reclamation you must include the following as applicable:

(i) For ACH Returns:
ABA Routing Number: 051036706
Account number: 312018
Bank Name and Location: Credit Gateway, Federal Reserve Bank, Richmond, VA
Agreement Number: Reclamation Grant or Cooperative Agreement Number

(ii) For Fedwire Returns[1]:
ABA Routing Number: 021030004
ABA Short Name: TREAS NYC
Account number: 14060905
Beneficiary Name: Bureau of Reclamation

Bank Name and Location: Federal Reserve Bank, 33 Liberty Street, Federal Reserve Post Office Station, New York, NY 10045

Agreement Number: Reclamation Grant or Cooperative Agreement Number

[1]Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

(iii) For International ACH Returns:
Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency Name (abbreviated when possible) and Agency Locator Code (ALC): 75010501

(iv) For recipients that do not have electronic remittance capability, please make check payable to: "Bureau of Reclamation" and **include** the award number and ASAP account number in the memo lines of the check.

Please note it can take up to three weeks to process once received.

Mail (by USPS only) the check to Treasury approved lockbox:
DOI-BOR-Region: Denver
P.O. Box 6200-21
Portland, OR
97228-6200

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2)(3) the Recipient shall "Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to

define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold

established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the

simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

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

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for

which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

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

(2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions,

including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or

(5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at http://www.gpoaccess.gov/ecfr/.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the

Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect; or

(3) Use forced labor in the performance of the award or subawards under the award.

(b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment

and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400*.

(c) *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400*.

(d) *Provisions applicable to any recipient*.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(e) *Definitions*. For purposes of this award term:

(1) "Employee" means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.)*

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing

sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as "voluntary transactions." Such "voluntary transactions" are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

(i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;

(ii) inform the owner in writing of what it believes to be the market value of the property

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior's Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT and Universal Identifier Requirements (2 CFR 25, Appendix A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    a. A Governmental organization, which is a State, local government, or Indian Tribe;
    b. A foreign public entity;
    c. A domestic or foreign nonprofit organization;
    d. A domestic or foreign for-profit organization; and
    e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-

owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile at https://www.sam.gov.

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

   i. in the subrecipient's preceding fiscal year, the subrecipient received—

      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

   i. Subawards, and

   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
    i. A Governmental organization, which is a State, local government, or Indian tribe;
    ii. A foreign public entity;
    iii. A domestic or foreign nonprofit organization; and,
    iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
    i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
    i. Receives a subaward from you (the recipient) under this award; and
    ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR Part 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 4 3 CFR Part 18 and 31 USC 13 52.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

(a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

(i) The scientific data relied upon;

(ii) The analysis relied upon; and

(iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.339 and 200.340. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

DNR
AUG 2 1 2023
@ 1PM

Clallam County

CLALLAM COUNTY
MEETING PARTICIPATION

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

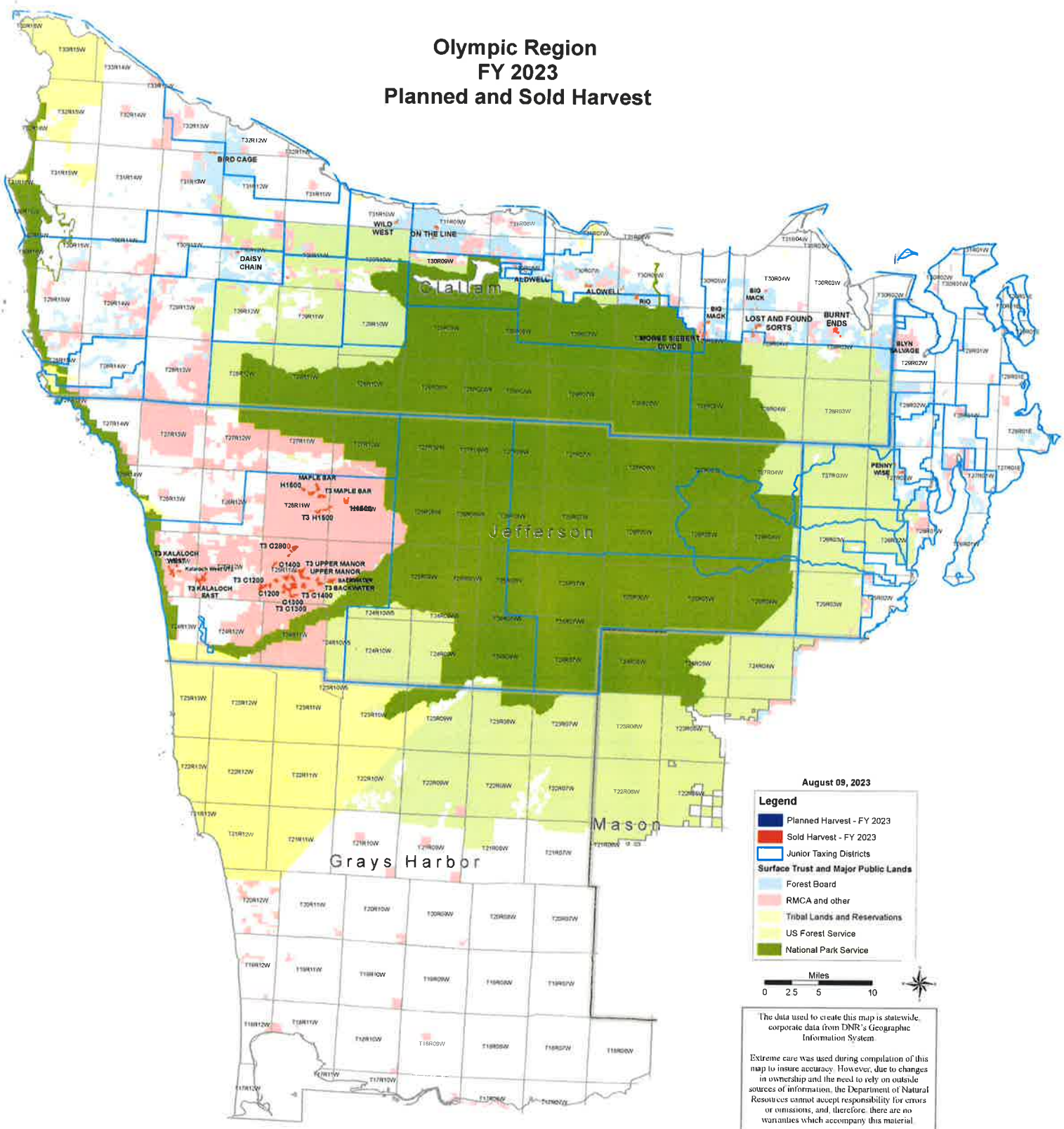
If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

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

Olympic Region
FY 2023
Planned and Sold Harvest

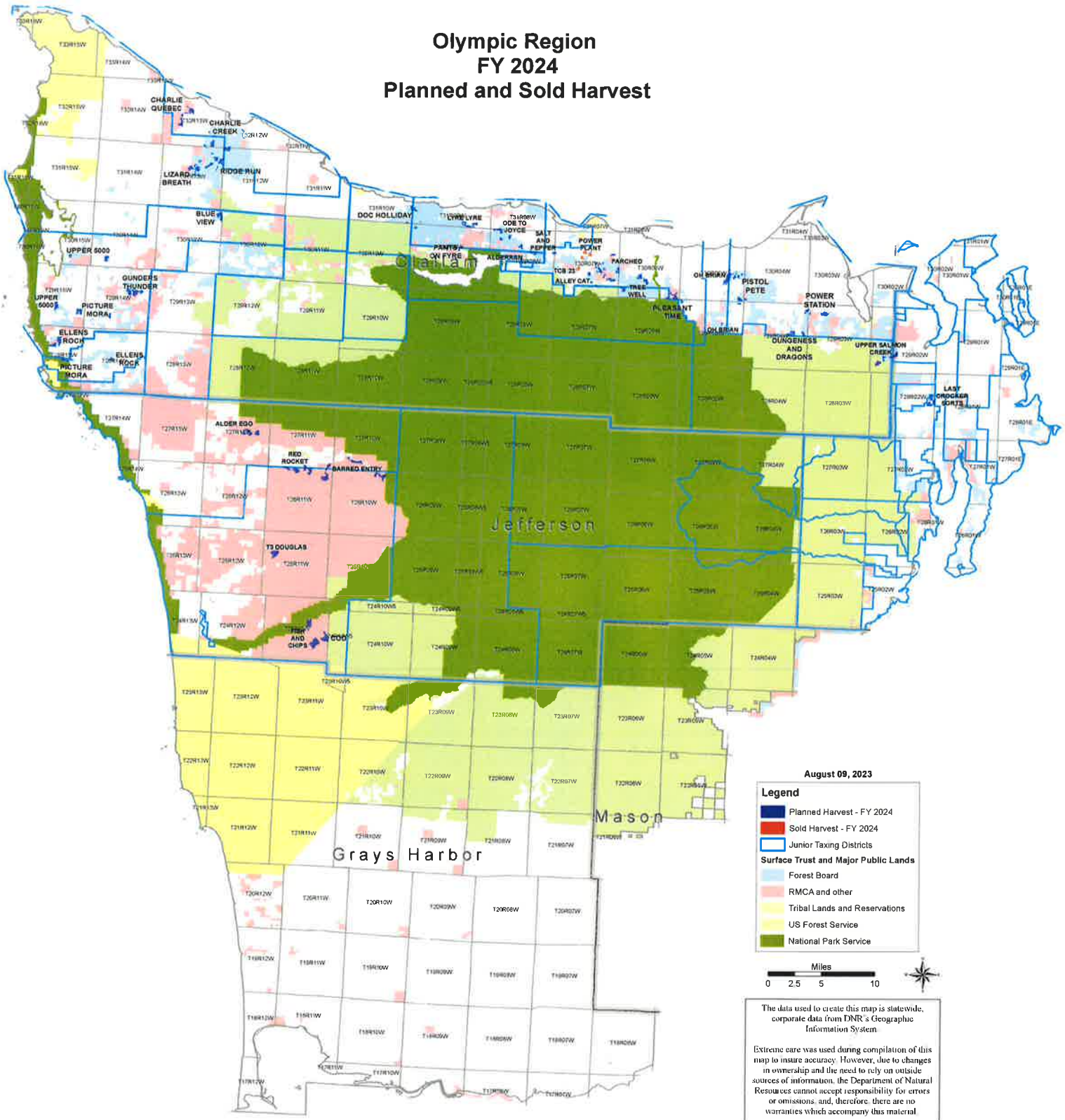


The data used to create this map is statewide, corporate data from DNR's Geographic Information System.

Extreme care was used during compilation of this map to insure accuracy. However, due to changes in ownership and the need to rely on outside sources of information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany this material.

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Olympic Region
FY 2024
Planned and Sold Harvest



August 09, 2023

Legend

- Planned Harvest - FY 2024
- Sold Harvest - FY 2024
- Junior Taxing Districts

Surface Trust and Major Public Lands

- Forest Board
- RMCA and other
- Tribal Lands and Reservations
- US Forest Service
- National Park Service

Miles
0 2.5 5 10

The data used to create this map is statewide, corporate data from DNR's Geographic Information System.

Extreme care was used during compilation of this map to insure accuracy. However, due to changes in ownership and the need to rely on outside sources of information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany this material.

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS


WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Olympic Region State Lands Management Presentations

Part 4: Timber Sale Administration

Timber Sale Remote Screening

- Timber Sale Generalizations
  Streams, Topography, Access/Route
- Geologist remote slope stability review – LiDAR technology
- Special Concern Reports – Spatially generated reports based off available data
  - Old Growth Assessments
  - Cultural Resources
  - Habitat Concerns
  - Other Policy Layers

Initial Field Recon

- Verify reports from Geology Remote review
  - -Visit areas of interest
- Policy layer reviews
- Field observations
  - -i.e. CMTs, wildlife use,
- Stand Observations
  - -Species Type
  - -Stand Characteristics
  - -Stand Defects – Root rot, disease
  - -Future Silviculture Rx
- Road Access
- Public Outreach
- Trespass



Field Review with Specialists

- Region Biologist
- Licensed Geologist
- State Lands Archeologist
- Licensed Surveyors
- Rights-of-Way Specialist
- TFW and Contributors
  - -Tribes
  - -WDFW
  - -WSDOT
  - -Ecology
- Region Experts
  - -Old Growth Designee
  - -Wetlands
  - -Cultural Resources

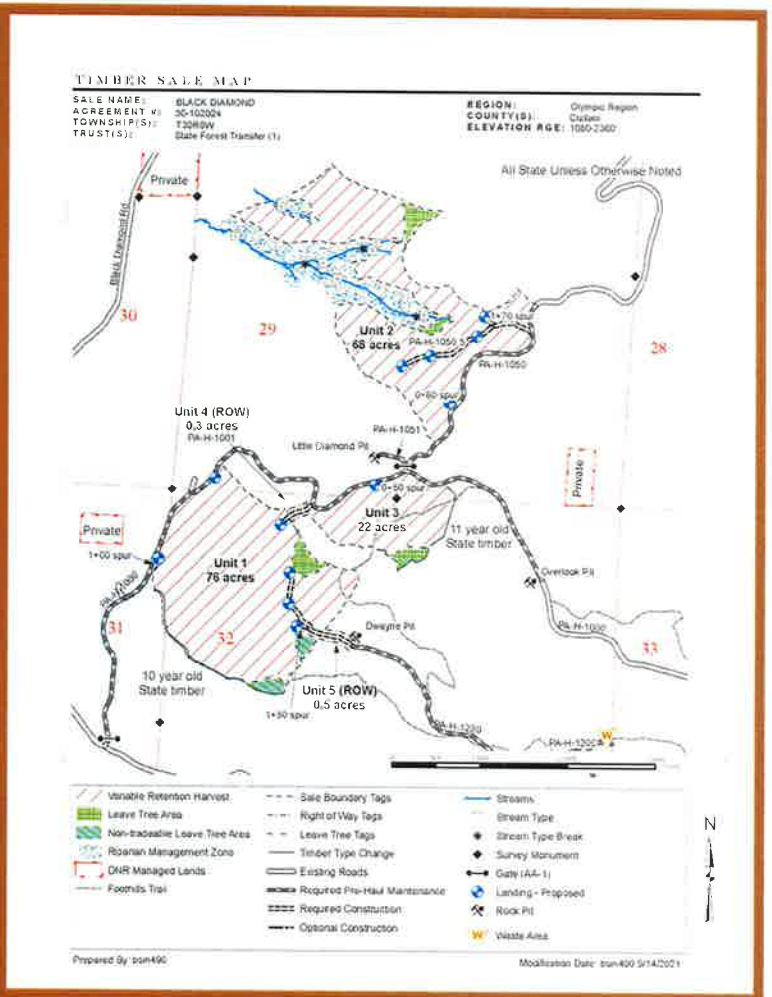


Timber Sale Unit Layout

- Leave Tree Selection
  - Minimum 8 total trees per acre
  - 2 of the largest trees per acre
  - 3 trees representative of the stand
  - 3 snag recruits – intermediate diameter
  - Large diameter, with structural deformities
- Boundary Tags
- Landing Locations
- Yarding Corridors
- RMZ and WMZ delineations and management

From Field to Paper

- Map Packet
  - Driving Maps
  - Logging Plan Maps
  - Timber Sale Maps
- Timber Sale Info Data Sheet
  - Type of Sale: Lump Sum, Scale, or Sort
  - Contract Term Length
  - Site Information: Trust distribution, Harvest Method
  - Timing Restrictions
    - Cutting/Yarding
    - Timber/Rock Haul
    - Roads
  - Road Access Needs
  - Contract Clauses
- Engineered Road Design Plan
  - 60+ page document
  - Engineered Drawings
  - Maps
  - Cost Sheets
  - Road Standards



Internal Timber Sale Reviews

Region Timber Sale Review:

- Review of Timber Sale Final Draft Documents
  - Timber Sale Maps
  - SEPA Checklist
  - FPA Bundle
  - Contract Requirements
  - Timber Sale Road Plan
  - Specialist Reports

Division Timber Sale Review:

- Review of ALL Timber Sale Documents
  - Final Contract
  - Timber Sale Notice
  - Finalized FPA, SEPA
  - Road Plan, Maps, Cost Sheets, etc

Forest Practice Application (FPAs)

- DNR's Forest Regulation program protects public safety, water quality, and fish and wildlife habitat on the 12 million acres of State-owned and Private forest lands.
- Forest Practices rules (Title 222 WAC) developed by the Forest Practice Board (an independent State agency) to protect Public Safety and Public Resources
- Forest Practice Board Manual is the advisory technical supplement to the Washington State forest practice rules
  - Developed by the DNR, WDFW, Ecology, other agencies, Tribes, and interested Stakeholders
- If DNR State Lands wants to perform an activity on State forest lands, an FPA must be submitted
  - Activities include timber harvest, salvage, construction of roads, installation of culverts/bridges, working over typed water, constructing or expanding gravel pits, etc

State Environmental Policy Act (SEPA) Environmental Checklist

- The State Environment Policy Act process identifies and analyzes environment impacts associated with governmental decisions
- SEPA process is overseen by the Department of Ecology
- The DNR submits a SEPA Checklist with all timber sales
- The DNR's State Lands SEPA checklist include supplemental questions to DOEs standard environmental checklist
- SEPAs are submitted for review and posted with a 14-day comment period

Timber Sale Timeline: Pre-Auction

1) Remote Screening
2) Pre-Harvest Review
3) Initial Field Recon
4) Specialist Field Visits
5) Timber Sale Layout and Road Design
6) Creating maps, documents and completing applications
7) Internal Document (Region) Review
8) FPA/SEPA Submittal and Approval
9) Contract (Division) Review
10) Timber Sale Appraisal
11) Board Approval
12) Timber Sale Auction

Timber Sale Appraisals

- Appraisal occur the week prior to BNR approval
- DNR completes a Price Forecast
  - Market Indicators
  - Price Surveys
  - DNR auction trends
  - Adjustments to Delivered Log Prices
- Review each timber sale individually
  - Cruise data – species mix
  - Marketability
  - Road Costs
  - Haul Costs
  - Logging Costs
  - Potential Purchasers



Board of Natural Resources

- The BNR is comprised of 6 Members
  - Commissioner of Public Lands – Chair
  - County Commissioner Representative
  - Superintendent of Public Instruction
  - Dean of WSU college of agriculture, human, and natural resources
  - Director of UW school of forest resources
  - Governor Designee
- Sets policies to guide how the DNR manages State Lands and Resources – created in 1957
- Board has several responsibilities
  - Approval of trust land timber sales
  - Approval of sales, exchanges, purchases of trust lands
  - Establishes the sustainable harvest level
- The BNR meets the first Tuesday of each month

Auction

- **After BNR approval, Timber Sales are then advertised**
  - 28 day requirement for BNR approved timber sales
  - 10 day requirement for Region timber sales
- **Board approved timber sales are scheduled for auction the following month**
  - For example, TS is approved at the June BNR meeting the auction will take place at the end of July
- **Auction Process**
  - Sealed bids due by 10am on day of auction
  - Bids are opened by Timber Sale
  - Sale is awarded to highest bidder
- **Confirmation of Timber Sales received 10 days post auction**
- **Send out contracts for signature**
- **Receive Performance Security**

Pre-Work Conferences

- Per contract, purchaser must arrange a Pre-Work conference with the Contract Administrator prior to beginning operations
  - Roads
  - Logging
  - Pit Operations
  - Safety Plan

- Topics of Discussion
  - Contact Information
  - Contract Clauses
  - Log Destinations
  - Operating Restrictions
  - Operation Schedule and specifics
  - Safety
  - Payment Security



Contract Administration

- Each timber sale has a designated Contract Administrator
  - Point of Contact
  - Compliance with contract, FPA, agreements, etc
  - Timber Sale Journal
  - Safety Audits
  - Financials

- Active Timber Sales are billed monthly – purchasers have 14 days to pay
- Billing Calculations:
  - Scale Sales – based off of removals from the prior month
  - Lump Sum Sales – based off the total acres cut

Timber Sale Closeout

- Contractor Administrator ensures that all contractual obligations have been completed by the contract end date
- Termination Report
  - Timber Sale paid in full
  - Ticket books, branding hammers returned
  - Cutting Boundaries reviewed
  - Road work completed and approved by DNR Engineer
  - Hazard Abatements signed off by Fire Forester
  - Road Abandonment approvals by Forest Practices
- Performance Security can be released
- Timber Sale moves to final internal audit before closure

Silviculture Program

- Silviculture Program takes over control of sale area after completion of harvest
- Scheduling of activities occur during the timber sale planning stages
- Seedling orders occur 3 years prior to planting season
- Silviculture Activities include:
  - Site Preparation
  - Planting
  - Survival Surveys
  - Free to grow surveys
  - Release Treatments
  - Slashing Treatments
  - Pre-Commercial Thinning



Questions?


WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

CLALLAM COUNTY REVENUE PROJECTIONS FOR 2023 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)

SALES CURRENTLY UNDER CONTRACT.

SALE NAME	CONTRACT NO.	SALE TYPE	SALE DATE	EXP. DATE	Total Volume	TOTAL VALUE	% COUNTY	Total Value to County	TAX DIST.	PREVIOUS YEARS	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		PROJECTED 1ST-4TH QUARTER	Yearly Total Wired	SALE TOTAL WIRE TO COUNTY	2024 under contract
											Projected	Wired to County	Projected	Wired to County	Projected	Wired to County	Projected	Wired to County				
WILLEY RIDGE	C3000098103	LUMP SUM	4/28/2021	10/31/2024	8797	$630,000	12.54%	$59,252	302- 100%%	N/A	$0	$0	$0	$0	$25,000		$0		$25,000	$0	$0	$34,252
SPRUCED UP- EXTENDED	C3000098878	LUMP SUM	5/27/2020	CLOSED	7672	$1,922,487.00	14.52%	$209,359	502-100%	$183,762	$0	$0	$0	$20,447	$0		$0		$0	$20,447	$204,209	$0
WHISKY CK. LIMIT-EXTENDED	C3000099241	LUMP SUM	8/26/2020	10/31/2023	9692	$2,710,419.57	70.56%	$1,434,354	102-9.05%	$113,137	$0	$0	$0	$0	$0		$3,690		$3,690	$0	$113,137	$12,980
									153-90.95%	$1,137,006	$0	$0	$0	$0	$0		$37,086		$37,086	$0	$1,137,006	$130,454
SOUTH CHICAGO-EXTENDED	C3000099255	LUMP SUM	6/17/2020	7/30/2023	8984	$1,602,720.00	95.70%	$1,150,352	153-100%	$929,702	$0	$49,552	$0	$97,422	$0		$0		$0	$146,974	$1,076,676	$0
FLUTTERBY-EXTENDED	C3000099655	LUMP SUM	10/28/2020	12/31/2023	3282	$1,005,001.00	75.51%	$569,157	102-43.24%	$174,666	$0	$47,578	$0	$0	$0		$24,610		$24,610	$47,578	$222,244	$0
									153-56.76%	$229,280	$0	$62,455	$0	$0	$0		$32,305		$32,305	$62,455	$291,735	$0
GOOD GOLLY-EXTENDED	C30000100647	LUMP SUM	12/16/2020	CLOSED	6554	$1,936,148	9.41%	$136,644	502-100%	$124,621	$0	$0	$0	$13,200	$0		$0		$0	$13,200	$137,821	$0
SALTY VIEW	C3000100653	LUMP SUM	2/24/2021	10/31/2023	8628	$2,387,841	85.02%	$1,522,607	151-10.47%	$49,884	$0	$0	$20,940	$0	$52,758		$20,940		$94,638	$0	$49,884	$15,942
									102-19.51%	$82,955	$0	$0	$39,020	$0	$98,311		$39,020		$176,351	$0	$82,955	$29,706
									153-70.01%	$333,609	$0	$0	$140,040	$0	$352,829		$140,040		$632,909	$0	$333,609	$106,612
SOLDUCKING	C3000100655	LUMP SUM	12/15/2021	IN AUDIT	4902	$1,276,717.67	40.39%	$386,750	502-100%	$349,367	$0	$0	$0	$0	$37,383		$0		$37,383	$0	$349,367	$0
SHU TYE-EXTENDED	C3000100656	LUMP SUM	6/16/2021	1/31/2023	1787	$265,888	32.37%	$64,551	502-76%	$45,170	$0	$0	$3,889	$0	$0		$0		$3,889	$0	$45,170	$0
									503- 24%	$14,264	$0	$0	$1,228	$0	$0		$0		$1,228	$0	$14,264	$0
CENTER 21 THIN	C3000100662	WEIGHT SCALE	12/15/2021	10/31/2024	4652	$707,187.32	30.00%	$159,117	202-100%	$37,416	$0	$23,648	$10,000	$0	$10,000		$10,000		$30,000	$23,648	$61,064	$68,053
FOR WHAT IT'S WORTH	C3000100852	LUMP SUM	1/27/2021	9/30/2023	5100	$1,188,166	22.12%	$197,117	502-100%	$134,513	$0	$0	$0	$0	$42,892		$19,711		$62,603	$0	$134,513	$0
OVER UNDER	C3000102019	LUMP SUM	1/26/2022	IN AUDIT	2889	$1,067,127	100%	$800,345	503-100%	$722,598	$0	$0	$0	$78,130	$0				$0	$78,130	$800,728	$0
BLACK DIAMOND	C3000102024	LUMP SUM	11/30/2021	10/31/2023	5469	$2,449,393.48	100.00%	$1,837,045	101-55.17%	N/A	$0	$334,528	$0	$108,244	$234,688		$234,688		$469,375	$442,772	$442,772	$101,350
									102-44.83%	N/A	$0	$271,831	$0	$87,957	$190,702		$190,072		$380,775	$359,788	$359,788	$82,355
TYEE RIDGE	C3000102262	LUMP SUM	6/15/2022	10/31/2023	4720	$1,158,001	91%	$790,336	503-100%	N/A	$0	$0	$0	$0	$400,000		$311,302		$711,302	$0	$0	$79,034
TREES A CROWD VDT	C3000102250	WIEGHT SCALE	6/15/2022	10/31/2025	3639	$781,989	89%	$521,978	102-33%	N/A	$0	$4,408	$0	$23,667	$19,800		$19,800		$39,600	$28,075	$28,075	$104,577
									202-34%	N/A	$0	$4,541	$0	$24,385	$20,400		$20,400		$40,800	$28,926	$28,926	$107,746
									153-33%	N/A	$0	$4,408	$0	$23,667	$19,800		$19,800		$39,600	$28,075	$28,075	$104,577
OUTFIELD	C3000102802	LUMP SUM	5/25/2022	10/31/2024	5559	$1,827,170	98%	$1,342,970	502-78.83%	$143,600	$0	$515,752	$0	$204,386	$91,005		$0		$91,005	$720,137	$863,737	$105,866
									506-21.17%	$38,564	$0	$138,506	$0	$54,888	$24,439		$0		$24,439	$193,395	$231,959	$28,431
STRIPED FLY	C3000102915	LUMP SUM	4/27/2022	CLOSED	469	$115,000	100%	$86,250	153-100%	N/A	$0	$86,250	$0	$0	$0		$0		$0	$86,250	$86,250	$0
RIO	C3000103161	LUMP SUM	8/24/2022	10/31/2024	1898	$905,490	100%	$679,117	101-80%	N/A	$0	$0	$0	$320,598	$168,366		$0		$168,366	$320,598	$320,598	$54,329
									102-20%	N/A	$0	$0	$0	$80,149	$42,092		$0		$42,092	$80,149	$80,149	$13,582
ALDWELL	C3000102251	LUMP SUM	10/26/2022	10/31/2024	5899	$2,918,000	100%	$2,188,500	102-75%	N/A	$0	$304,165	$0	$1,175,837	$0		$0		$0	$1,480,002	$1,480,002	$164,137
									151-5%	N/A	$0	$20,278	$0	$78,389	$0		$0		$0	$98,667	$98,667	$10,942
									152-20%	N/A	$0	$81,111	$0	$313,557	$0		$0		$0	$394,667	$394,667	$43,770
MORSE SIEBERT DIVIDE	C3000102260	LUMP SUM	10/26/2022	10/31/2024	1827	$621,156	25%	$116,467	176-100%	N/A	$0	$0	$0	$0	$0		$0		$0	$0	$0	$116,467
DRY FIRE	C3000103791	LUMP SUM	9/28/2022	CLOSED	754	$190,936	3%	$4,339	503- 100%	$3,920	$0	$419	$0	$0	$0		$0		$0	$419	$4,339	$0
BIG MACK	C3000103761	LUMP SUM	1/25/2023	10/31/2025	3003	$1,060,659	100%	$795,494	176-50%	N/A	$0	$0	$0	$0	$0		$0		$0	$0	$0	$397,747
									202-50%	N/A	$0	$0	$0	$0	$0		$0		$0	$0	$0	$397,747
ICE CREAM SUNDAY DIRECT	C3000104442	LUMP SUM								N/A	$0	$3,638	$0	$0	$0					$3,638	$3,638	$0
WILD WEST	C000103771	LUMP SUM	3/29/2023	10/31/2024	1216	$259,883	100%	$194,912	151-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$194,912
DAISY CHAIN	C000103890	LUMP SUM	3/29/2023	10/31/2024	1043	$271,150	50%	$101,681	503-100%	N/A	$0	$0	$0	$0	$0	$0	0 $0	$0	$0	$0	$0	$101,681
BIRD CAGE	C000103967	LUMP SUM	3/29/2023	10/31/2023	612	$73,690	100%	$55,268	302-100%	N/A	$0	$0	$0	$0	$103,275	$0	$0	$0	$0	$0	$0	$55,268
STRAITS BIO FUEL	C30001044776									N/A	$0	$0	$0	$690	$0	$0	$0	$0	$0	$0		
LOST AND FOUND SORTS	VARIOUS	SORT	6/14/2023	5/31/2024	5679	$1,135,800	98%	$834,813	202-65%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$542,628
									203-35%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$292,184
ON THE LINE	C3000102018	LUMP SUM	6/14/2023	10/31/2025	4944	2103204.23	100%	$1,577,403	153-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,577,403
POWER PLANT	C3000104354	LUMP SUM	7/26/2023	10/31/2024	1217	$656,798	100%	$492,598	102-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$492,598
TCB 23	C000103864	LUMP SUM	7/26/2023	12/31/2024	1048	$342,779	83%	$213,380	102-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$213,380
				TOTALS	121,935	$ 33,570,800		$ 18,522,155		$4,848,034	$0	$1,953,067	$215,117	$2,705,614	$1,933,740	$0	$1,123,464	$0	$3,169,046	$4,657,991	$9,506,025	$5,780,710

SALES PROJECTED TO BE SOLD IN CALANDAR YEAR 2023 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)

PICTURE MORA	C3000103765	LUMP SUM	10/25/2023	10/31/2025	5755	$1,050,000	100%	$787,500	502-50%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$393,750
									506-50%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$393,750
UPPER SALMON	C3000103770	LUMP SUM	8/30/2023	10/31/2025	6915	$1,887,000	32%	$452,880	203-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$452,880
ALDERAAN	C000104353	LUMP SUM	8/30/2023	10/31/2025	1216	$450,000	100%	$337,500	151-25%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$84,375
									152-25%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$84,375
									153-50%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$168,750
LIZARD BREATH	C000103773	LUMP SUM	12/20/2023	10/31/2025	4930	$1,000,000	82%	$615,000	302-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$615,000
OH BRIAN	TBD	LUMP SUM	11/15/2023	TBD	5396	$1,888,600	100%	$1,416,450	176-50%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$708,225
									202-50%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$708,225
LYRE LYRE	TBD	LUMP SUM	11/15/2023	TBD	3920	$980,000	67%	$492,450	153-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$492,450
CHARLIE CK	TBD	LUMP SUM	11/15/2023	TBD	6475	$1,359,750	100%	$1,019,813	302-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,019,813
SALT AND PEPPER	TBD	LUMP SUM	1/24/2023	TBD	4566	$1,598,100	100%	$1,198,575	102-40%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$479,430
									151-60%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$719,145
TREE WELL	TBD	LUMP SUM	1/24/2023	TBD	7972	$2,391,600	100%	$1,793,700	101-33%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$591,921
									102-67%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,201,779
RIDGE RUN	TBD	LUMP SUM	12/20/2023	TBD	4900	$1,225,000	100%	$918,750	302-100%	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$918,750
				TOTALS	295,915	80,971,651		46,076,928		$4,848,034	$0	$1,953,067	$215,117	$2,705,614	$1,933,740	$0	$1,123,464	$0	$3,169,046	$4,657,991	$9,506,025	$14,813,328

ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE

All revenue figures are for calendar years, and already have DNR management fees deducted.

	1st-2nd QTR
All Revenue:	$4,923,710.55
Non-timber:	$265,719.92
Com. Sites	$115,529.06
ROW/RUP	$30,769.50
LEASES	$115,529.00
SPECIAL FOREST PROD.	$3,892.36
Timber:	$4,657,990.63