



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, August 16, 2022 – 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: <http://www.clallam.net/features/meetings.html>

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of August 8

Approval of vouchers 

- 1b. Approval of payroll for the week of July 31

Approval of payroll 

- 1c. Approval of minutes for the week of August 8

Approval of minutes 

- 1d. Letter of Support for Broadband – National Telecommunications and Information Administration NTIA

Letter of support 

- 1e. Letter of support for Marine Renewable Microgrids for Remote Coastal Communities

Letter of support 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Washington State Military Department for Operation Stonegarden

Agreement 

- 2b. Agreement and project prospectus with Washington State Department of Transportation for painting Solduc Bridge

Agreement 

Updated document - update after agenda packet was posted on 8/15/22 

- 2c. Agreement and project prospectus with Washington State Department of Transportation for painting Weel Bridge

Agreement 

Updated document - update after agenda packet was posted on 8/15/22 

- 2d. Agreement with Port of Port Angeles to utilize airport road for staging demolition derby cars and support parking during the county fair

Agreement 

ADMINISTRATION

- 3a. Promulgation of Comprehensive Emergency Management Plan CEMP

Promulgation 

BUDGET

- 4a. Notice that the following budget revisions will be adopted by Resolution on August 30: Parks & Facilities - Reallocate funds to pay wages for one Temporary Custodian for three months and two Seasonal Employees for six weeks, all hired through Express Personnel/\$14,876

Budget revisions 

Updated document - Budget Revisions 

- 4b. Notice that the following supplemental appropriations will be adopted by Resolution on August 30:
Sheriff - Nine-One-One Enhanced - Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 and Equipment Contract #E22-299/\$168,747
Sheriff - OPNET Drug - Funding from Washington State Department of Commerce Multi Jurisdictional Drug-Gang Task Force Program grant award that is anticipated to be expended in FY2022 to cover unbudgeted expenses, remainder to be spend in FY2023/\$93,820

Supplemental appropriations 

- 4c. Resolution calling for a hearing to be held August 30 at 10:30 a.m. for the following debatable emergencies:

NonDept - Opportunity Fund - Additional funding for contractual ARPA sub-recipient administrative fees to be paid to the Economic Development Council in 2022/\$40,000
HR - Unemployment Compensation - Increased billing costs from unemployment that were not allocated in the current budget/\$20,000
HR - Workers Compensation Claims - Increase in billing from the Department of Labor and Industries was not allocated for in the current budget/\$40,000
Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June and July, 2022 expected to be reimbursed through FEMA/\$14,656
Prosecuting Attorney - Operations - Additional funding to cover annual fee of cloud-hosting for case management system Legal Files and four high speed computes to process media downloads/\$28,800
Sheriff - Jail - To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County Courthouse during FY2022/\$46,200
Treasurer - Land Assessment - 2022 increase in City of Port Angeles Stormwater Fees for county owned parcels/\$3,100

Debatable emergencies 

Updated document - Budget Debatable Emergencies 

4d. Notice the Preliminary 2023 Clallam County Budget will be available September 6, 2022

Notice 

HEARING(S) – Beginning at 10:30 a.m.

H1. Ordinance repealing in its entirety Chapter 7.08 Massage Parlors – Public Bath Houses

Ordinance 

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners August 15 - 19:

Monday, August 15:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, August 16:

10:00 a.m. Board Meeting

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

Wednesday, August 17:

8:00 a.m. Coffee with Colleen

10:00 a.m. Clallam Transit Meeting

Thursday, August 18 - Sunday, August 21:

Clallam County Fair

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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



19
8/16/22

Date of report: August 10, 2022

General	\$147,814.75
Other	\$588,094.23
Total	\$735,908.98

STATE OF WASHINGTON)
)
County of Clallam)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2022.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

August 8 - 12, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	1,368.07			
00100.221	Auditor	599.09			
00100.241/291	Commissioners (BOCC)	1,009.63			
19914.291	BOCC - Veterans Relief		2,149.92		
19925.291	BOCC - Hotel/Motel		54,167.00		
19991.291	BOCC - Emergency Communications		121,132.21		
00100.331-334	Dept. of Community Develop't (DCD)	1,258.95			
00100.871	District Court I	2,695.53			
00100.881	District Court II	525.86			
11301.511	Health & Human Services (HHS)		6,289.09		
00100.511	HHS - Environmental Health	2,625.88			
11322.511	HHS - Homeless Task Force		57,752.47		
11323.511	HHS - Chem Dep/Mental Hlth		86,177.64		
11324.511	HHS - Affordable Housing		1,373.60		
11331.511	HHS - Developmental Disabilities		651.00		
00100.461	Human Resources (HR)	466.20			
50401.461	HR - Risk Management		8,061.60		
00100.411	Information Technology (IT)	1,916.92			
00100.851	Juvenile Services	4,187.92			
00100.911/912	Parks Fair Facilities (PFF)	92,890.13			
30201.911	PFF - REET 2 (Real Estate Excise Tax)		3,345.60		
30501.911	PFF - Capital Projects		30.00		
00100.841-843	Prosecuting Attorney	1,981.76			
	Public Works (PW)				
10101.611	PW - Roads		197,075.34		
10135.611	PW - Flood Control		702.69		
30901.331	PW - Carlsborg Water Mitigation		1,756.50		
41401.611	PW - Clallam/Seki Sewer		7,859.40		
42401.611	PW - Carlsborg Sewer		203.10		
43401.611	PW - Bullman Beach Water System		9,141.90		
50301.611	PW - ER&R (Equip'l Rental & Revolving)		26,839.00		
00100.811-815,817	Sheriff	29,446.59			
00100.816	Sheriff - Jail Medical	6,617.44			
11003.811	Sheriff - Boating Safety		584.89		
11008.811	Sheriff - OPNET Drug		519.70		
11065.811	Sheriff - OPSCAN Operations		638.53		
11068.811	Sheriff - Stonegarden		830.24		
11080.811	Sheriff - Inmate Commissary		396.63		7.18
00100.231	Treasurer	224.78			
12201.231	Treasurer - O&M (Operation & Maintenance)		409.00		
Total		147,814.75	588,087.05	-	7.18

Report Reconciliation		Totals			
Total	735,901.80	General Fund	147,814.75		
Final Check Lists	735,901.80	Other	588,094.23		
Difference	-	Total	735,908.98	Use Tax	7.18

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
8/5/2022	SWANSONS SERVICES CORP.	1617391	jkoon	81.63	7.18	81.63
Totals:				81.63	7.18	81.63

apChkLst
08/09/2022 12:27:39PM

Final Check List
CLALLAM COUNTY

Assessor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105917	8/4/2022	CONTRACT OVERAGE CANO	169.92	
			1105918	8/4/2022	CONTRACT OVERAGE CANO	101.46	271.38
8/16/2022	0001641	VERIZON WIRELESS	9911870377	8/4/2022	COUNTY CELL PHONES AND	1,096.69	1,096.69
Sub total for U S BANK:							1,368.07

0.*
735,901.80*+
2,149.92+
633.78+
6,617.44+
32,416.58+
19,663.59+
197,075.34+
26,839.00+
1,981.76+
35,304.92+
60,960.81+
4,187.92+
1,916.92+
8,527.80+
154,869.68+
525.86+
2,695.53+
1,258.95+
176,308.84+
599.09+
1,368.07+
0.*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001641	VERIZON WIRELESS	9911956342	7/24/2022	MIFI FOR KIOKS	40.07	40.07
8/16/2022	0042430	NORBERG, JENNIFER	Norberg 8-2-22	8/2/2022	MILEAGE FOR CLOSING NEA	56.88	56.88
8/16/2022	0042751	COCHNAUER, AME	Cochnauer 8-2-2	8/2/2022	MILEAGE FOR EMPTYING EA	20.25	20.25
8/16/2022	0043168	CAIN, DEBORAH	Cain 8-1-22	8/1/2022	MILEAGE FOR EMPTYING EA	20.25	
			Cain 8-3-22	8/3/2022	MILEAGE FOR EMPTYING EA	20.25	40.50
8/16/2022	0044251	FANE, ALEX	Fane 7-28-22	7/28/2022	MILEAGE FOR EMPTYING WE	115.38	
			Fane 8-1-22	8/1/2022	MILEAGE FOR EMPTYING WE	108.88	224.26
8/16/2022	0044625	DARLING, DELORES	Darling 7-28-22	7/28/2022	MILEAGE FOR EMPTYING EA	20.25	
			Darling 7-29-22	7/29/2022	MILEAGE FOR EMPTYING EA	20.25	40.50
8/16/2022	0044770	HALLINGSTAD, ANNA	Hallingstad 8-1-2	8/1/2022	MILEAGE FOR EMPTYING EA	20.25	
			Hallingstad 8-4-2	8/4/2022	MILEAGE FOR PICKING UP B,	0.50	20.75
8/16/2022	0047075	CHRISTENSON, KATHRYN	Christenson 7-29	7/29/2022	MILEAGE FOR EMPTYING EA	20.25	
			Christenson 8-2-	8/2/2022	MILEAGE FOR EMPTYING EA	20.25	40.50
8/16/2022	0047081	BRENNAN, DENISE	Brennan 7-28-22	7/28/2022	MILEAGE FOR EMPTYING WE	115.38	115.38
Sub total for U S BANK:							599.09

apChkLst
08/09/2022 12:42:24PM

Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000382	CODE PUBLISHING COMPANY	GC0008212	8/4/2022	NEW PAGES, WEB UPDATE	387.84	387.84
8/16/2022	0001083	OLYMPIC PEN VISITOR BURE	2349	8/4/2022	JULY SERVICES PER CONTR	54,167.00	54,167.00
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105925	8/4/2022	MAINTENANCE & USAGE - 91	41.35	41.35
8/16/2022	0001252	PORT ANGELES, CITY OF	E911 July 2022	8/4/2022	EMERGENCY COMMUNICATI	121,132.21	121,132.21
8/16/2022	0028699	SOUND PUBLISHING INC	8072572	8/4/2022	VENDOR LIST, MID YEAR RE	265.44	265.44
8/16/2022	0047087	TURNER, REBECCA	RT 7/2022	8/4/2022	REBECCA TURNER AICPA DU	315.00	315.00
Sub total for U S BANK:							176,308.84

apChkLst
08/09/2022 12:53:34PM

Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105929	7/31/2022	#10336 JULY 2022	228.41	
			1105930	7/31/2022	\$10293 JULY 2022	190.87	
			1105928	7/31/2022	#10051 JULY 2022	27.17	446.45
8/16/2022	0047085	FRICKER, ANNIE	FRICKER 7/24/2	7/24/2022	VIN TRAINING KENNEWICK	812.50	812.50
Sub total for U S BANK:							1,258.95

apChkLst
08/09/2022 1:31:55PM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105914	7/31/2022	CANON/IMAGERUNNER ADV/	115.64	
			1105912	7/31/2022	CANON/IRA615IFZ - BLACK T	112.56	
			1105911	7/31/2022	CANON/IR1435 - BLACK TONE	58.45	
			1105913	7/31/2022	CANON/IR1435 - BLACK TONE	1.41	288.06
8/16/2022	0021386	STAPLES ADVANTAGE	3513350274	7/23/2022	STAPLES - OFFICE SUPPLIES	406.30	
			3513350275	7/23/2022	STAPLES - OFFICE SUPPLIES	8.05	
			3513350276	7/23/2022	STAPLES - OFFICE SUPPLIES	5.96	420.31
8/16/2022	0038091	HARDY, LISA	MHCC-LH	8/4/2022	MENTAL HEALTH COURT COI	1,197.16	1,197.16
8/16/2022	0046416	TALMAN, BIRGIT	MHCC-BT	8/4/2022	MENTAL HEALTH COURT COI	395.00	395.00
8/16/2022	0046493	VANOVER, TAMARA	MHCC-TV	8/4/2022	MENTAL HEALTH COURT COI	395.00	395.00
Sub total for U S BANK:							2,695.53

apChkLst
08/09/2022 2:50:16PM

Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105916	8/3/2022	CANON IRA400 MAINTENANC	93.20	
			1105915	8/3/2022	CANON IR1025 MAINTENANC	27.15	120.35
8/16/2022	0001641	VERIZON WIRELESS	9911956341	8/3/2022	PROBATION TELEPHONE SEI	54.51	54.51
8/16/2022	0003410	LEMAY MOBILE SHREDDING	4756828s185	8/3/2022	JULY SHRED BIN TIP	13.65	13.65
8/16/2022	0019100	PLUMLEY, WILLIAM L	671044	8/3/2022	INTERPRETER - ROJAS VERG	120.00	120.00
8/16/2022	0042284	LUNDBERG, JAMES	082040	8/3/2022	JANITORIAL SERVICES - MAF	57.96	
			082042	8/3/2022	JANITORIAL SERVICES - MAY	57.96	
			082043	8/3/2022	JANITORIAL SERVICES - JUN	57.96	
			082041	8/3/2022	JANITORIAL SERVICES - APR	43.47	217.35
Sub total for U S BANK:							525.86

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000335	CLALLAM COUNTY DEPT OF	PIC 2022 06-A	7/29/2022	WQ-SEQUIM/DUNGENESS PI	800.25	800.25
8/16/2022	0000360	CLALLAM COUNTY ER&R	2022.169E	7/27/2022	OSS-JULY VEHICLE RENT	1,368.00	1,368.00
8/16/2022	0000870	KONP RADIO 1450	12519-6	7/29/2022	OSS-JULY ADVERTISING	425.00	425.00
8/16/2022	0046683	ODP BUSINESS SOLUTIONS,	1254094290001	7/13/2022	WQ-OFFICE SUPPLIES	32.63	32.63
8/16/2022	0046883	AL-HAKIM, ELISA	EA BT 7-29-22	7/29/2022	HOPS - BUSINESS MILAGE -	169.38	169.38
8/16/2022	0040685	BERRY, ALLISON	AB AP?HA 7-29-	7/29/2022	HOPS - APHA MEMBERSHIP I	205.00	205.00
8/16/2022	0045613	BLATTNER, KELSEY	KB BT 7-19-22	7/19/2022	HOPS - BUSINESS MILAGE 7/	57.50	57.50
8/16/2022	0022148	CENTURYLINK BUSINESS SE	301217694	7/24/2022	HOPS - FORKS OFFICE 1-800	8.15	8.15
8/16/2022	0000546	EXPRESS SERVICES, INC	27517668	7/20/2022	HOPS - EXTRA HELP EMPLO	1,662.96	1,662.96
8/16/2022	0000593	FORKS, CITY OF	CF 8-1-22	8/1/2022	HOPS - FORKS OFFICE UTILI	67.98	67.98
8/16/2022	0033081	LAMAR COMPANIES	113823493	7/18/2022	HOPS - READER BOARD - E/	1,340.00	1,340.00
8/16/2022	0001012	MOODY, TINA	TM BT 7-19-22	7/19/2022	HOPS - BUSINESS MILAGE 7-	57.50	57.50
8/16/2022	0046683	ODP BUSINESS SOLUTIONS,	1255652202001	7/19/2022	HOPS - OFFICE FURNISHING	881.27	
			255652200001	7/19/2022	HOPS - OFFICE FURNISHING	530.92	
			246719636001	7/26/2022	HOPS - OFFICE FURNISHING	468.37	
			255640830001	7/18/2022	HOPS - OFFICE FURNISHING	409.54	2,290.10
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	20704 7-26-22	7/26/2022	HOPS - FORKS OFFICE UTILI	86.66	86.66
8/16/2022	0046988	RICHARDSON, SUMMER	SR BT 7-28-22	7/28/2022	HOPS - BUSINESS MILAGE 7/	79.56	79.56
8/16/2022	0001508	STERICYCLE, INC	3006104491	7/25/2022	HOPS - SYRINGE DISPOSAL	119.24	
			3006099077	7/18/2022	HOPS - SYRINGE DISPOSAL	105.97	225.21
8/16/2022	0001767	WEST WASTE & RECYCLING	0000254882	7/31/2022	HOPS - GARBAGE COLLECTI	39.09	39.09
8/16/2022	0000591	FORKS ABUSE PROGRAM	11322-21-FAP 6-	7/21/2022	HTF - WEST END HOPE - JUN	3,961.00	3,961.00
8/16/2022	0000938	LUTHERAN COMMUNITY SER	11322-21-LCSN	7/20/2022	HTF - HEALTHY FAMILIES - M.	10,729.29	10,729.29
8/16/2022	0032029	NORTH OLYMPIC REGIONAL,	11322-21-NORV	7/15/2022	HTF - SARGE'S PLACE - JUNE	3,696.00	
			11322-21-NORV	7/15/2022	HTF - SARGE'S PLACE - MAY	3,528.00	7,224.00
8/16/2022	0001433	SERENITY HOUSE OF CLALLA	11322-21-SHSO	7/29/2022	HTF - SHELTER FUNDING FO	25,263.50	
			11322-21-SHCM	7/29/2022	HTF - FAMILY SHELTER CASE	3,273.88	28,537.38
8/16/2022	0026762	THE ANSWER FOR YOUTH	11322-21-SFO 6	7/20/2022	HTF - START FLEET OPERATI	5,409.46	
			11322-21-BTG 6	7/20/2022	HTF - BRIDGING THE GAP 10	1,891.34	7,300.80
8/16/2022	0025324	CEDAR GROVE COUNSELING	11323-22-23-CG	7/5/2022	CD/MH - RECOVERY SUPPOF	924.15	924.15
8/16/2022	0000353	CLALLAM COUNTY DEPT OF,	2NDQ2022	7/22/2022	CD/MH - HARGROVE SERVIC	56,852.00	56,852.00
8/16/2022	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	7/20/2022	CD/MH - HEALTHY FAMILIES -	2,972.19	
			113232223LCSN	7/20/2022	CD/MH - CHILD CHECK - MAY	2,646.85	5,619.04
8/16/2022	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHL	7/15/2022	CD/MH - ACCESS TO BH SER	8,113.39	8,113.39

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0030719	REFLECTIONS COUNSELING,	113232223RCS	7/20/2022	CD/MH - CRISIS INTERVENTI	11,004.81	11,004.81
8/16/2022	0001433	SERENITY HOUSE OF CLALLAM	113232223SHH	7/29/2022	CD/MH - ADMINISTRATION OI	2,358.00	2,358.00
8/16/2022	0001763	WEST END OUTREACH	11323-22-23-WE	7/20/2022	CD/MH - LOW INCOME BEHA	1,306.25	1,306.25
8/16/2022	0032029	NORTH OLYMPIC REGIONAL,	11324-21-NORV	6/29/2022	AF - SARGE'S PLACE AND CA	689.25	
			11324-21-NORV	7/15/2022	AH - SARGE'S PLACE AND CA	684.35	1,373.60
8/16/2022	0000396	CONCERNED CITIZENS	1601566	6/30/2022	DDD-OVERSERVED JUNE 202	651.00	651.00
Sub total for U S BANK:							154,869.68

apChkLst
08/09/2022 3:56:08PM

Final Check List
CLALLAM COUNTY

HR

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000546	EXPRESS SERVICES, INC	27610487	8/4/2022	27610487	1,497.40	1,497.40
8/16/2022	0001136	OLYMPIC MEDICAL CENTER	97120667148900	8/4/2022	97120667148900	1,318.00	
			97120667107500	8/4/2022	97120667107500	1,300.50	2,618.50
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105959	8/4/2022	INVOICE 1105959	368.44	
			1105958	8/4/2022	INVOICE 1105958	45.20	413.64
8/16/2022	0001641	VERIZON WIRELESS	9911870376	8/4/2022	9911870376	151.17	151.17
8/16/2022	0001687	WA SELF-INSURERS ASSOC	22483	8/4/2022	RENEWAL 22483 CLALLAM CO	630.00	630.00
8/16/2022	0001734	WA ST PATROL	123000351	8/4/2022	INVOICE L23000351	528.00	528.00
8/16/2022	0034245	CASTLE BRANCH INC	0853766-IN	8/4/2022	INVOICE 0853766-IN	372.50	372.50
8/16/2022	0045292	BATES, JERRY	00031	8/4/2022	INVOICE 00031	1,970.00	1,970.00
8/16/2022	0046683	ODP BUSINESS SOLUTIONS,	257536252001	8/4/2022	257536252001	246.47	
			257536252002	8/4/2022	257536252002	63.28	
			257536531001	8/4/2022	257536531001	36.84	346.59
Sub total for U S BANK:							8,527.80

apChkLst
08/09/2022 4:00:24PM

Final Check List
CLALLAM COUNTY

IT Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/16/2022	0004211	CENTURYLINK				
			206T313735-03C	8/3/2022	COURTHOUSE T-1	490.14	
			206T222022-08C	8/3/2022	COURTHOUSE T-1 #2	490.14	
			3604574863-03C	8/3/2022	JUVIE FAX LINES (3)	294.18	
			206T211472-08C	8/3/2022	FORKS T-1 LINE	279.32	
			3604574397-08C	8/3/2022	JUVIE COURTROOM FAX	67.79	
			3604570323-08C	8/3/2022	PA SHOP PHONE SWITCH	61.31	
			3604576843-08C	8/3/2022	JUVIE PHONE SWITCH	61.31	
			206T414008-08C	8/3/2022	SHERIFF COURTHOUSE LINE	56.84	
			206t413216-080	8/3/2022	JUVIE COURT	41.17	
			206T415684-08C	8/3/2022	ALARMS	4.38	1,846.58
	8/16/2022	0023718	AT&T				
			3604574863LD-(	8/3/2022	JUVIE FAX LINES (3) LONG DI	70.34	70.34
					Sub total for U S BANK:		1,916.92

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000628	GALLS LLC	021678034	7/19/2022	UNIFORMS & CLOTHING	103.29	103.29
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1106176	7/31/2022	EQUIP-REPAIR/MAINT	235.02	
			1106177	7/31/2022	EQUIP-REPAIR/MAINT	122.32	
			1106180	7/31/2022	EQUIP-REPAIR/MAINT	30.61	
			1106178	7/31/2022	EQUIP-REPAIR/MAINT	14.02	
			1106179	7/31/2022	EQUIP-REPAIR/MAINT	9.69	411.66
8/16/2022	0001262	PORT OF PORT ANGELES	179991	8/1/2022	BUILDING/OFFICE RENTAL-L/	2,770.97	2,770.97
8/16/2022	0001509	CORDANT HEALTH SOLUTION	TC-1645007312	7/31/2022	PRO SVCS-DIV	283.41	283.41
8/16/2022	0017787	DAIRY FRESH FARMS INC	8182220904	7/28/2022	DET FOOD	35.38	
			8182221010	7/29/2022	DET FOOD	31.08	66.46
8/16/2022	0029825	MARCOUX, ELIZABETH "BETT	73122BM	8/1/2022	CAP VOL-MILEAGE	16.25	16.25
8/16/2022	0041605	HOME DEPOT PRO	697210987	7/20/2022	DET SUPPLIES	175.88	175.88
8/16/2022	0047088	COOK, OLIVER J	8122OC	8/1/2022	RESTITUTION	180.00	
			8122OJC	8/1/2022	RESTITUTION	180.00	360.00
Sub total for U S BANK:							4,187.92

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000270	CAPTAIN TS	8852 hats	8/4/2022	M UNIFORM HATS & EMBROID	274.57	274.57
8/16/2022	0000340	CLALLAM COUNTY FAIR	2022 Fair Log St	8/4/2022	2022 FAIR PREMIUMS	3,400.00	3,400.00
8/16/2022	0000374	CLEANTECH CARPET CARE	312	8/4/2022	CH FLOOR CARE	3,345.00	
			317	8/4/2022	CH CARPET CLEAN	1,600.00	
			318	8/4/2022	CH CARPET CLEAN	1,250.00	
			313	8/4/2022	CH FLOOR CARE	750.00	
			310	8/4/2022	CH EOC BREAKROOM FLOOR	350.00	
			315	8/4/2022	2207UP LAW LIBRARY MOVE	300.00	
			314	8/4/2022	CH FLOOR CARE	300.00	7,895.00
8/16/2022	0000546	EXPRESS SERVICES, INC	27517657	8/4/2022	CH COVID CUSTODIAN WK E	1,915.20	
			27560062	8/4/2022	CH COVID WK END 7/24/22 M	1,723.68	3,638.88
8/16/2022	0000750	HOME DEPOT CREDIT SERV	7141718	8/4/2022	DRA FLAT FREE TIRE	76.12	
			1011764	8/4/2022	CH COVID CUSTODIAN WK E	63.16	
			1014511	8/4/2022	CH PVC PIPES	58.76	
			7523035	8/4/2022	SMPK STAPLE GUN FOR 203	49.73	247.77
8/16/2022	0001252	PORT ANGELES, CITY OF	60387-153008 7,	8/4/2022	FG JUL UTIL	1,608.35	
			60387-153006 7,	8/4/2022	FG JUL UTIL	567.18	
			60387-15442 7/2	8/4/2022	FG JUL UTIL	512.45	
			60387-153004 7,	8/4/2022	FG JUL UTIL	390.31	
			60387-154714 7,	8/4/2022	FG JUL UTIL	280.11	
			60387-152998 7,	8/4/2022	FG JUL UTIL	263.18	
			60327-152976 7,	8/4/2022	CIB JULY UTIL	234.97	
			60387-152668 7,	8/4/2022	FG JUL UTIL	222.53	
			60387-154282 7,	8/4/2022	FG JUL UTIL	207.01	
			60387-159546 7,	8/4/2022	FG JUL UTIL	111.29	
			60387-158232 7,	8/4/2022	FG JULY UTIL	65.34	
			60387-153000 7,	8/4/2022	FG JUL UTIL	53.52	
			60387-154634 7,	8/4/2022	FG JUL UTIL	41.57	4,557.81

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	75463 7/22	8/4/2022	SC JUL ELECT	659.22	
			13572 7/22	8/4/2022	SC JUL ELECT	285.04	
			22650 7/22	8/4/2022	CB JUL ELECT & WATER	272.24	
			13575 7/22	8/4/2022	SC JUL ELECT	212.67	
			13573 7/22	8/4/2022	SC JUL ELECT	143.54	
			57419 7/22	8/4/2022	DL JUL ELECT	96.09	
			13571 7/22	8/4/2022	SC UNMETERED LIGHT	20.89	
			126922 7/22	8/4/2022	SMPK LK PLSNT UNMETEREI	14.06	
			54219 7/22	8/4/2022	SMPK LK PLSNT UNMETEREI	14.06	1,717.81
8/16/2022	0001331	RAINBOW SWEEPERS INC	44094	8/4/2022	CH REPAINT CURBING EAST	4,961.28	4,961.28
8/16/2022	0001420	SECURITY SERVICES NW INC	123613	8/4/2022	3RD ST JULY NIGHT SECURI	1,250.00	
			123134	8/4/2022	3RD ST JUNE NIGHT SECURI	1,250.00	2,500.00
8/16/2022	0001623	U S BANK	2022Fair	8/4/2022	2022 FAIR PREMIUMS	18,000.00	18,000.00
8/16/2022	0001641	VERIZON WIRELESS	9911870374	8/4/2022	ADM CH JUV FG CELLPHONE	212.76	212.76
8/16/2022	0020619	INLAND NORTHWEST CINEMA	118196	8/4/2022	FG 2022 FAIR THEATER ADVE	1,300.00	1,300.00
8/16/2022	0026936	SITKUM TREE SERVICE	812	8/4/2022	VET CNTR TREE REMOVAL	5,000.00	5,000.00
8/16/2022	0035592	CAMPLIFE INC	13580684	8/4/2022	DRA SC ONLINE RESERVATIC	1,545.00	1,545.00
8/16/2022	0036323	BUCK'S NORTHWEST LANDS	2836	8/4/2022	1710CH LANDSCAPE CLEANL	2,747.20	
			2835	8/4/2022	1710CH LANDSCAPE MAINT	598.40	3,345.60
8/16/2022	0041147	AMERIGAS PROPANE LP	3139465130	8/4/2022	FG 53.6 GAL PROPANE	143.58	143.58
8/16/2022	0041295	C & C TIMBER INC	11814	8/4/2022	DRA 240 BUNDLES FIREWOC	1,353.60	
			11826	8/4/2022	SC 285 BUNDLES FIREWOC	1,205.55	2,559.15

Sub total for U S BANK:

61,299.21

60,960.81
sdeb

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0001331	RAINBOW SWEEPERS INC	2022 Fair	8/4/2022	2022 FAIR SWEEPING FAIR M	598.40	598.40
8/16/2022	0002482	SEVERT, LINDA	2022 Fair	8/4/2022	2022 FAIR ENT JUGGLE TUNE	2,100.00	2,100.00
8/16/2022	0003099	SCHAFER, ERNST-ULRICH	2022 Fair	7/31/2022	2022 FAIR PHOTOGRAPHY JL	50.00	50.00
8/16/2022	0003102	CRISTION, ROBERT	2022 Fair	8/2/2022	2022 FAIR SWINE SUPER	75.00	75.00
8/16/2022	0003253	FITCH, BILLIE	2022 fair	7/31/2022	2022 FAIR FLORAL JUDGE	35.00	35.00
8/16/2022	0003345	SHARPE, ROSIE	2022 Fair	8/4/2022	2022 FAIR ENT FIVE ACRE SC	250.00	250.00
8/16/2022	0003432	SWANBERG, BRYAN	2022 Fair	8/2/2022	2022 FAIR CATTLE SUPER	75.00	75.00
8/16/2022	0004463	TUCKER, SARAH	2022 Fair	8/2/2022	2022 FAIR ART BARN SUPER	75.00	75.00
8/16/2022	0004829	BORTE, BRENDA	2022 Fair	8/2/2022	2022 FAIR RABBIT ASST SUPI	50.00	50.00
8/16/2022	0005583	DAVIES, LAURIE	2022 fair	8/2/2022	2022 FAIR 4H FFA LBD SUPEF	75.00	75.00
8/16/2022	0005743	BUCK, SHIRLEY	2022 Fair	8/2/2022	2022 FAIR AGRICULTURE ASS	50.00	50.00
8/16/2022	0014530	MARTIN, CHERYL	2022 Fair	8/2/2022	2022 FAIR PHOTOGRAPHY B/	100.00	100.00
8/16/2022	0014530	MARTIN, CHERYL	2022 Fair 2	8/2/2022	2022 FAIR HOBBIES CRAFT A	50.00	50.00
8/16/2022	0018471	NAPIONTEK, MARY KATE	2022 Fair	8/2/2022	2022 FAIR POULTRY ASST SL	50.00	50.00
8/16/2022	0018520	PAULSON, MARY LOU	2022 Fair	7/31/2022	2022 FAIR FLORAL JUDGE	35.00	35.00
8/16/2022	0019529	MCFALL, GLENN	2022 Fair	8/2/2022	2022 FAIR CAT CO-ASST SUP	25.00	25.00
8/16/2022	0019932	WEST, TARA	2022 Fair	7/31/2022	2022 FAIR CAT JUDGE	125.00	125.00
8/16/2022	0025426	WILSON, LADONA	2022 Fair	8/2/2022	2022 FAIR HORSE BARN SUP	75.00	75.00
8/16/2022	0025914	WHEATLEY, PATRICIA	2022 Fair 2	8/2/2022	2022 FAIR FLORAL ASST SUP	50.00	50.00
8/16/2022	0025914	WHEATLEY, PATRICIA	2022 Fair	7/31/2022	2022 FAIR FLORAL JUDGE	35.00	35.00
8/16/2022	0027759	URNES, MARK	2022 Fair	8/2/2022	2022 FAIR AGRICULTURE SUI	75.00	75.00
8/16/2022	0028115	COZZOLINO, TRINA	2022 Fair Floral	8/2/2022	2022 FAIR FLORAL SUPER	75.00	
			2022 Fair	7/31/2022	2022 FAIR FLORAL JUDGE	35.00	110.00
8/16/2022	0028274	KONOPASKI, KAREN COLEEN	2022 Fair	8/2/2022	2022 FAIR CATTLE ASST SUP	50.00	50.00
8/16/2022	0031759	SIMPSON, EVELYN	2022 Fair	8/2/2022	2022 FAIR HOME ARTS ASST	50.00	50.00
8/16/2022	0032188	CRISTION, BRIAN	2022 fair	8/2/2022	2022 FAIR SWINE BARN ASS1	50.00	50.00
8/16/2022	0034804	MCFALL, BARBARA	2022 fair	8/2/2022	2022 FAIR CAT SUPER	75.00	75.00
8/16/2022	0035048	BORTE, GEORGINA	2022 fair	8/2/2022	2022 FAIR RABBIT CAVY BAR	75.00	75.00
8/16/2022	0035122	BARRY, NANCY	2022 Fair	8/2/2022	2022 FAIR HOBBIE CRAFT SU	75.00	75.00
8/16/2022	0036746	FRENCH, MARY SUE	2022 Fair	8/2/2022	2022 FAIR HOME ARTS SUPE	75.00	75.00
8/16/2022	0038383	SIMONSON, JONATHAN	2022 Fair	8/4/2022	2022 FAIR SOUND SERVICES	1,200.00	1,200.00
8/16/2022	0038383	SIMONSON, JONATHAN	2022 Fair2	8/4/2022	2022 FAIR ENT JONATHAN &	500.00	500.00
8/16/2022	0039884	ANDERSON, KAREN	2022 Fair	8/2/2022	2022 FAIR CATTLE ASST SUP	50.00	50.00
8/16/2022	0040301	WEST, CONNOR	2022 Fair	8/2/2022	2022 FAIR CAT BARN CO-ASS	25.00	25.00

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0040302	EHTEE, PAMELA	2022 Fair	7/31/2022	2022 FAIR FLORAL JUDGE	35.00	35.00
8/16/2022	0040313	MARTIN, OWEN	2022 Fair	8/2/2022	2022 FAIR PHOTOGRAPHY AS	50.00	50.00
8/16/2022	0040322	STORM RIDER ROCKS LLC	2022 Fair	7/31/2022	2022 FAIR ENT STORM RIDEF	1,200.00	1,200.00
8/16/2022	0040325	RAMSEY, CHRISTINE	2022 Fair Vet	8/4/2022	2022 FAIR VETERINARIAN SE	3,900.00	3,900.00
8/16/2022	0040343	MACADANGDANG, TODD	2022 Fair	7/31/2022	2022 FAIR FINE ARTS JUDGE	300.00	300.00
8/16/2022	0040361	SIMONS, CARRIE	2022 Fair	8/2/2022	2022 FAIR DOG BARN CO SUI	37.50	37.50
8/16/2022	0041802	HYDEN, DEAN	2022 Fair	7/31/2022	2022 FAIR SHEEP FLEECE GC	400.00	400.00
8/16/2022	0041988	MEANY, MARIAN	2022 Fair	7/31/2022	2022 FAIR FLORAL BLDG JUD	35.00	35.00
8/16/2022	0041991	DELEON JR, DANIEL	2022 Fair	8/2/2022	2022 FAIR GOAT SHEEP BARI	50.00	50.00
8/16/2022	0042091	WATERS, MINDY	2022 Fair	7/31/2022	2022 FAIR POULTRY JUDGE	200.00	200.00
8/16/2022	0042422	NAPIONTEK, MARY	2022 Fair	8/2/2022	2022 FAIR POULTRY SUPER	75.00	75.00
8/16/2022	0043161	EVENSON, DOUGLAS	2022 Fair	7/31/2022	2022 FAIR HORSE BARN JUD	800.00	800.00
8/16/2022	0043866	MCCANN, KAYLA RAE	2022 fair	8/2/2022	2022 FAIR LLAMA ALPACA SU	75.00	75.00
8/16/2022	0046681	ROCHELEAU, CLIFFORD	2022 Fair	7/31/2022	2022 FAIR ENT SWEET EMOT	2,500.00	2,500.00
8/16/2022	0046920	HOLT, SCOTT	2022 fair	7/31/2022	2022 FAIR BEEF DAIRY JUDG	400.00	400.00
8/16/2022	0046968	BATES, MOLLY	2022 Fair	8/2/2022	2022 FAIR GOAT SHEEP BLDG	150.00	150.00
8/16/2022	0046986	KELLEY, ROBIN	2022 Fair	8/2/2022	2022 FAIR DOG BARN CO-SU	37.50	37.50
8/16/2022	0047009	HAIRELL, HOLLY	2022 Fair	8/2/2022	2022 FAIR ART BARN SUPER	50.00	50.00
8/16/2022	0047069	SHUNPIKE	2022 Fair	7/31/2022	2022 FAIR ENT STAR DUST B	1,000.00	1,000.00
8/16/2022	0047070	MILLER, AMBER	2022 Fair	8/2/2022	2022 FAIR LLAMA ALPACA AS	50.00	50.00
8/16/2022	0047072	STOUFFER, ISABELLA	2022 Fair	7/31/2022	2022 FAIR RABBIT CAVY JUDG	250.00	250.00
8/16/2022	0047073	BARTH, TODD	2022 Far	7/31/2022	2022 FAIR SWINE JUDGE	400.00	400.00
8/16/2022	0047074	SECORD, ROSALIE	2022 Fair	7/31/2022	2022 FAIR ENT THE SECORD	200.00	200.00
8/16/2022	0047084	SHULA AZHAR	2022 Fair	8/2/2022	2022 FAIR ENT S AZHAR BELI	100.00	100.00
8/16/2022	0047090	AT PRODUCTIONS LLC	2022 Fair2	8/4/2022	2022 FAIR ENT SOUND & LIGI	11,447.28	11,447.28
8/16/2022	0047090	AT PRODUCTIONS LLC	2022 FAIR	8/4/2022	2022 FAIR WILDER STAGE SC	4,874.24	4,874.24
8/16/2022	0047091	MOGI, JASON	2022 Fair	8/4/2022	2022 FAIR ENT JOY IN MUDVI	300.00	300.00

Sub total for U S BANK: 35,304.92

apChkLst
08/10/2022 9:58:34AM

Final Check List
CLALLAM COUNTY

Prosecutor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000418	WA STATE COURT OF APPEAL	16351	8/4/2022	PRINTING BRIEFS	3.66	3.66
8/16/2022	0000546	EXPRESS SERVICES, INC	27560086	8/4/2022	EXPRESS SERVICES	1,076.74	
			27517902	8/4/2022	EXPRESS SERVICES	493.80	1,570.54
8/16/2022	0001140	OLYMPIC PRINTERS INC	30519	8/4/2022	BUSINESS CARDS	136.00	136.00
8/16/2022	0001252	PORT ANGELES, CITY OF	8/4/22 UTILITIES	8/4/2022	74359-155474	232.24	232.24
8/16/2022	0046683	ODP BUSINESS SOLUTIONS,	255151028001	8/4/2022	OFFICE SUPPLIES	39.32	39.32
Sub total for U S BANK:							1,981.76

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000099	A-1 AUTO PARTS	1393102	8/3/2022	Engine oil filter - SQ 106	24.83	24.83
8/16/2022	0000172	BAXTER A/P OFFICE	15663-27111	7/28/2022	Headlight - PA S326	68.19	68.19
8/16/2022	0000503	EAGLE REPAIR & TOWING	6016	7/6/2022	Repair - wheel lift - LC 109	309.51	309.51
8/16/2022	0000592	FORKS AUTO ELECTRIC	734521	7/26/2022	Battery - LC 449	179.14	179.14
8/16/2022	0000599	FORKS OUTFITTERS	21JUL2022	7/21/2022	No spill gas can - LC 108	24.97	24.97
8/16/2022	0000677	GRAINGER INC	9392603016	7/28/2022	Air hoses - PA 233, 225, 251	2,806.34	2,806.34
8/16/2022	0000897	LAWSON PRODUCTS INC	9309774798	7/22/2022	Lock/flange nuts, hex cap screw	648.31	648.31
8/16/2022	0001036	MURREYS OLYMPIC DISPOSAL	7244270S112	8/1/2022	Garbage service - SQ	192.08	192.08
8/16/2022	0001126	OLYMPIC REGION CLEAN AIR	24371	8/1/2022	ORCAA registration fee - PA 10	286.00	
			24372	8/1/2022	ORCAA registration fee - LC 10	286.00	
			24757	8/1/2022	ORCAA registration fee - SQ 10	286.00	
			24369	8/1/2022	ORCAA registration fee - CB 10	286.00	
			24370	8/1/2022	ORCAA registration fee - CH 10	286.00	1,430.00
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105986	7/31/2022	Billable copies - Admin. 6553	327.61	
			1105985	7/31/2022	Billable copies - Engineering 62	213.12	
			1105987	7/31/2022	Billable copies - ER&R	14.49	555.22
8/16/2022	0001255	PRICE FORD LINCOLN MERCURY	5044245	7/15/2022	Weatherstrip asy - PA S325	136.29	
			5044438	8/2/2022	Water Pump asy - PA S346	101.65	237.94
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	9896-07262022	7/26/2022	Electric util.chgs, 160 Grant Rd	398.53	
			109032-0726202	7/26/2022	Electric utility charges-G.Pit Rd	50.40	448.93
8/16/2022	0001426	SEQUIM, CITY OF	1295.0 0801202	8/1/2022	Utility charges (water & sewer)	210.97	210.97
8/16/2022	0001551	TACOMA SCREW PRODUCTS	140050691-00	7/26/2022	Step reamer set; termnl. cleane	125.83	125.83
8/16/2022	0001641	VERIZON WIRELESS	9911774337-503	7/22/2022	PA Sign Shop Laptop line - PA	80.02	80.02
8/16/2022	0001767	WEST WASTE & RECYCLING	257159	7/31/2022	Sanican, 410 Frontier - CB	120.00	
			254799	7/31/2022	Garbage collection, 51 Bedrock	72.00	
			254800	7/31/2022	Garbage collection 410 Frontier	36.00	228.00
8/16/2022	0001781	WHITEHEADS AUTO PARTS INC	231905	7/27/2022	Hose fittings, adapters, etc. - LC	356.26	
			232671	8/3/2022	Degreasr, car wash - LC	60.96	
			231078	7/18/2022	Oil quarts - WE S348	57.73	474.95
8/16/2022	0017663	ARAMARK UNIFORM SVCS INC	5120053610	7/28/2022	Laundry services - SQ	16.34	
			5120053572	7/28/2022	Laundry services - WE	16.29	32.63

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0022435	RACE STREET AUTO PARTS	595868	8/2/2022	Silentgrd kit, br. rotors, pads - F	257.45	
			596044	8/2/2022	Whl seals, bearings - PA 1606	147.36	
			595830	8/1/2022	Whl seals; shaft front bearings -	73.68	
			596102	8/3/2022	Oil filters - PA Stores	57.99	
			593851	7/18/2022	Sealed marker lmps - PGTL - F	23.83	
			595269	7/28/2022	Bearings - PA 155MP	19.69	
			594144	7/20/2022	Oil filter, end cap filter - PA DP2	13.40	
			595864	8/2/2022	Exactfit wiper - PA S346	9.89	603.29
8/16/2022	0023338	CENTRAL WELDING SUPPLY	PT 143719	7/6/2022	Centrashield - PA	95.20	95.20
8/16/2022	0025256	FIRE CHIEF EQUIPMENT CO.,	909361	7/13/2022	Vehicle fire extinguishers-SQ S	332.96	
			909360	7/21/2022	Fire extinguishers - PA	241.54	574.50
8/16/2022	0036098	O'REILLY AUTO PARTS	2750-391838	8/2/2022	Antifreeze - PA S346	65.12	65.12
8/16/2022	0042561	ALL BATTERY SALES & SERVI	22072436	7/27/2022	Batteries & core charges- SQ S	324.41	324.41
8/16/2022	0043469	PETROCARD	456569-IN	7/27/2022	Diesel & Unleaded fuel purchas	17,098.62	17,098.62
Sub total for U S BANK:							26,839.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000039	ALBINA FUEL	0294703-IN	7/27/2022	CHIP SEALING OIL - LC	22,643.70	
			0294622-IN	7/25/2022	CHIP SEALING OIL - LC	22,428.19	
			0294223-IN	7/19/2022	CHIP SEALING OIL - PA	19,438.75	64,510.64
8/16/2022	0000331	CLALLAM COUNTY AUDITOR	22-146372	8/5/2022	RELEASE FILING	203.50	203.50
8/16/2022	0000358	CLALLAM COUNTY, PROSEC	2021PAO - Q4	12/31/2021	2022 Q4 RETAINER - ELIZABE	42,995.04	42,995.04
8/16/2022	0000377	PACWEST MACHINERY LLC	2035650	7/28/2022	MAINTENANCE SUPPLIES - P	6,037.09	
			20356274	7/19/2022	MAINTENANCE RENTAL - SQ	845.61	6,882.70
8/16/2022	0000546	EXPRESS SERVICES, INC	27560060-10101	7/27/2022	07/18/22~07/24/22 ROADS	6,496.97	
			27517654-10101	7/20/2022	07/11/22~07/17/22 ROADS	5,373.11	11,870.08
8/16/2022	0000714	HARTNAGEL BLDG SUPPLY IN	840166	7/29/2022	MAINTENANCE SUPPLIES - C	88.97	88.97
8/16/2022	0001156	OLYPEN INC	220730-0015	7/10/2022	MAINTENANCE SUPPLIES - S	161.25	161.25
8/16/2022	0001540	SWAIN'S GENERAL STORE IN	301201	7/8/2022	CONSTRUCTION SUPPLIES -	69.10	69.10
8/16/2022	0001635	UTILITIES UNDERGROUND LC	2070249	7/31/2022	07/22 EXCAVATION NOTIFICA	238.65	238.65
8/16/2022	0001641	VERIZON WIRELESS	9911774337-101	7/22/2022	07/22 CELL CHARGES - ROAC	775.82	775.82
8/16/2022	0001740	WSU EXTENSION OF CLALLA	1-5-22	8/1/2022	01/22~05/22 MOULTON	24,162.77	24,162.77
8/16/2022	0016373	WESTERN CONFERENCE OF,	07/22TEAMPEN	7/31/2022	07/22 TEAMSTER PENSION (E	529.70	529.70
8/16/2022	0017663	ARAMARK UNIFORM SVCS IN	5120055935	8/2/2022	LAUNDRY SERVICE - PA	16.32	
			5120055932	8/2/2022	LAUNDRY SERVICE - LC	16.30	
			5120053609	7/28/2022	LAUNDRY SERVICE - SQ	16.29	48.91
8/16/2022	0021386	STAPLES ADVANTAGE	3513350293	7/23/2022	MAINTENANCE SUPPLIES - P	79.63	79.63
8/16/2022	0033609	INTERWEST CONSTRUCTION	C1257 EST 5	6/20/2022	C157 ESTIMATE NO. 5	42,114.08	42,114.08
8/16/2022	0042623	COMMERCIAL DRIVER SCHO	(ORSBORN0919;	8/5/2022	HAZMAT ENDORSEMENT - T	781.50	
			PARKE091922	8/5/2022	HAZMAT ENDORSEMENT - R	781.50	
			WRIGHT091922	8/5/2022	HAZMAT ENDORSEMENT - R	781.50	2,344.50
Sub total for U S BANK:							197,075.34

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000360	CLALLAM COUNTY ER&R	2022.171E	7/25/2022	07/22 COPIES	32.69	32.69
8/16/2022	0002388	LAW SEMINARS INTERNATIONAL	183969	8/1/2022	WATER LAW IN WASHINGTON	670.00	670.00
8/16/2022	0039043	ROBINSON NOBLE	22-0564	7/7/2022	30901 PROJECT MANAGEMENT	1,756.50	1,756.50
8/16/2022	0024311	DC BACKFLOW SERVICE	12224	7/27/2022	BACKFLOW ASSEMBLY TEST	445.56	445.56
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	23007-072522	7/25/2022	06/20/22~07/20/22 176 FRONT	806.65	
			22991-072522	7/25/2022	06/20/22~07/20/22 HWY 112 - C	531.41	
			23193-072722	8/24/2022	06/20/22~07/20/22 HWY 112 - S	278.94	
			23040-072522	7/25/2022	06/20/22~07/20/22 FRONT ST	160.59	
			23221-072522	7/25/2022	06/20/22~07/20/22 12901 HWY	150.71	1,928.30
8/16/2022	0001641	VERIZON WIRELESS	9911774337-414	7/22/2022	07/22 CELL CHARGES	66.33	66.33
8/16/2022	0001700	WA ST DEPT OF ECOLOGY	23-WA0024431-	7/29/2022	2023 WATER QUALITY PROG	505.44	
			23-WA0024449-	7/29/2022	2023 WATER QUALITY PROG	505.44	
			23-WAG994583-	7/29/2022	2023 WATER QUALITY PROG	72.54	
			23-WAG994584-	7/29/2022	2023 WATER QUALITY PROG	72.54	1,155.96
8/16/2022	0001767	WEST WASTE & RECYCLING	0000254807	7/31/2022	07/22 WWTP GARBAGE SEF	36.00	36.00
8/16/2022	0045452	WILSON ENGINEERING LLC	16994	5/23/2022	CLALLAM BAY SEWER VALUE	4,227.25	4,227.25
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	119586-072622	7/26/2022	06/20/22~07/19/22 1453 W WA	103.10	103.10
8/16/2022	0001641	VERIZON WIRELESS	9911895694	7/23/2022	07/22 CELL CHARGES	100.00	100.00
8/16/2022	0000361	CLALLAM COUNTY ROAD DEPT	2022.048R	7/25/2022	2022 Q2 PAYROLL EXPENSE I	8,102.47	8,102.47
8/16/2022	0000546	EXPRESS SERVICES, INC	27560060-43401	7/27/2022	07/18/22~07/24/22 BBWA	428.57	
			27517654-43401	7/20/2022	07/18/22~07/24/22 BBWA	292.67	721.24
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	24561-072522	7/25/2022	06/21/22~07/25/22 BULLMAN E	75.79	75.79
8/16/2022	0017771	WA ST DEPT OF HEALTH	BBWA2022OP	8/5/2022	2022 OPERATING PERMIT FE	242.40	242.40
Sub total for U S BANK:							19,663.59

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202207	7/31/2022	DATABASE INTERFACE FEE	54.40	54.40
8/16/2022	0000593	FORKS, CITY OF	2347	8/2/2022	INMATE CARE JUL 2022	15,840.00	15,840.00
8/16/2022	0001140	OLYMPIC PRINTERS INC	30362	6/16/2022	BUSINESS CARDS - ANDERS	65.28	65.28
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1106505	7/31/2022	MAINTENANCE AGREEMENT	777.87	
			1106502	7/31/2022	MAINTENANCE AGREEMENT	578.79	
			106503	7/31/2022	MAINTENANCE AGREEMENT	377.88	
			1106511	7/31/2022	MAINTENANCE AGREEMENT	79.76	
			1106500	7/31/2022	MAINTENANCE AGREEMENT	68.55	
			1106504	7/31/2022	MAINTENANCE AGREEMENT	67.04	
			1106507	7/31/2022	MAINTENANCE AGREEMENT	33.59	
			1106510	7/31/2022	MAINTENANCE AGREEMENT	28.67	
			1106513	7/31/2022	MAINTENANCE AGREEMENT	28.29	
			1106501	7/31/2022	MAINTENANCE AGREEMENT	27.20	
			1106512	7/31/2022	MAINTENANCE AGREEMENT	22.91	
			106506	7/31/2022	MAINTENANCE AGREEMENT	12.98	
			1106509	7/31/2022	MAINTENANCE AGREEMENT	12.36	2,115.89
8/16/2022	0001300	PUBLIC UTILITY DISTRICT	115366-Aug22	7/26/2022	UTILITIES - EDWARDS RD 6	230.58	
			139411-Aug22	7/26/2022	POLE CAMERA - MT PLEASANT	9.00	239.58
8/16/2022	0001543	SWANSONS SERVICES CORP	1617391	7/21/2022	INDIGENT PACKS	81.63	81.63
8/16/2022	0001641	VERIZON WIRELESS	9911870373	7/23/2022	CELL PHONE SERVICE	788.28	788.28
8/16/2022	0001734	WA ST PATROL	123000083	8/2/2022	BACKGROUND CHECKS	988.25	988.25
8/16/2022	0001767	WEST WASTE & RECYCLING	0000254966	7/31/2022	GARBAGE DISPOSAL - SLIP F	72.00	72.00
8/16/2022	0004211	CENTURYLINK	206-T30-9144-A	7/23/2022	DATA CONNECTION 7/23/22	467.66	
			206-T31-9138-A	7/23/2022	DATA CONNECTION 7/23/22	55.20	522.86
8/16/2022	0019100	PLUMLEY, WILLIAM L	671043	7/11/2022	INTERPRETATION SERVICES	120.00	120.00
8/16/2022	0021923	FIRST RACE CAR WASH	073122	7/31/2022	CAR WASHES	180.00	180.00
8/16/2022	0022573	APPLIED CONCEPTS, INC.	405024	7/22/2022	3 DUAL ENHANCED COUNTIN	6,176.36	6,176.36
8/16/2022	0031772	WE PROMOTE YOU	41763865	7/22/2022	DUAL LED LIGHT CARABINEF	1,903.76	1,903.76
8/16/2022	0033486	LN CURTIS & SONS INC	INV614498	7/19/2022	UNIFORM - MCKELLAR	300.29	
			INV606694	6/21/2022	UNIFORM - DIXON	228.48	
			INV616133	7/25/2022	UNIFORM - PARKER	228.48	
			INV617117	7/27/2022	UNIFORM - GRIBBON	33.62	
			INV608991	6/28/2022	UNIFORM - MCKELLAR	33.62	
			INV603246	6/8/2022	UNIFORM - CANNADY	18.44	842.93

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0037247	HAIR BY NICOLE	080222	8/2/2022	INMATE HAIR CUTS	315.00	315.00
8/16/2022	0041605	HOME DEPOT PRO	692256142	6/22/2022	JAIL & KITCHEN SUPPLIES	79.14	79.14
8/16/2022	0043469	PETROCARD	C965066	7/31/2022	FUEL FOR OPNET, BOATING,	1,847.05	1,847.05
8/16/2022	0044691	VERIZON CONNECT FLEET U:	314000031664	8/1/2022	VEHICLE TRACKING SUBSCF	99.88	99.88
8/16/2022	0046683	ODP BUSINESS SOLUTIONS,	1257481860001	7/26/2022	OFFICE SUPPLIES - JAIL	84.29	84.29
Sub total for U S BANK:							32,416.58

apChkLst
08/10/2022 10:07:00AM

Final Check List
CLALLAM COUNTY

Sheniff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000815	JIM'S PHARMACY	Jims 7.26.22	7/26/2022	INMATE MEDICINE	439.01	439.01
8/16/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 8.4.22	8/4/2022	INMATE MEDICAL	770.52	770.52
8/16/2022	0001508	STERICYCLE, INC	3006105050	7/25/2022	BIOHAZARD WASTE	98.25	98.25
8/16/2022	0004826	OLYMPIC MEDICAL PHYSICIAN	71229788170	8/4/2022	INMATE MEDICAL	14.38	14.38
8/16/2022	0017535	COST LESS SENIOR SERVICE	18765 Aug 2022	8/1/2022	INMATE MEDICINE	5,222.32	5,222.32
8/16/2022	0025115	RADIA INC PS	Z9QJC7X	8/4/2022	INMATE MEDICAL	27.92	
			Z9QO0F6	8/4/2022	INMATE MEDICAL	23.82	51.74
8/16/2022	0041537	MCKESSON MEDICAL-SURGI	19624323	7/26/2022	CLINIC SUPPLIES	15.38	
			19643973	7/29/2022	CLINIC SUPPLIES	5.84	21.22
Sub total for U S BANK:							6,617.44

apChkLst
08/10/2022 10:41:34AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/16/2022	0000331	CLALLAM COUNTY AUDITOR	22-146239	8/2/2022	DFL REMOVAL RECORDING 2	204.50	
			22-146246	8/2/2022	CURRENT USE REMOVAL RE	204.50	409.00
8/16/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105965	8/3/2022	MAINTENANCE AGREEMENT	180.53	180.53
8/16/2022	0041157	WHITE, JENNIFER	0712 WSACT	8/2/2022	WSACT MID-SUMMER MEETI	44.25	44.25
Sub total for U S BANK:							633.78

apChkLst
08/04/2022 10:07:32AM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/4/2022	0000753	PENINSULA HOUSING AUTHOC	J7401 8/4/22	8/4/2022	RENT	1,011.00	1,011.00
8/4/2022	0001300	PUBLIC UTILITY DISTRICT	CJ7249 8/4/22	8/4/2022	UTILITIES	288.92	288.92
8/4/2022	0020849	U S BANK	MB8950 8/4/22 \	8/4/2022	FOOD	150.00	
			MG9761 8/4/22 \	8/4/2022	FOOD	150.00	
			RM1064 8/4/22 \	8/4/2022	FOOD	150.00	
			BL7884 8/4/22 S	8/4/2022	FOOD	100.00	
			KF9568 8/4/22 V	8/4/2022	FOOD	100.00	
			LT4801 8/4/22 \	8/4/2022	FOOD	100.00	
			NW3421 8/4/22 :	8/4/2022	FUEL	100.00	850.00
Sub total for U S BANK:							2,149.92



1b
8/16/22

Payroll Ending: 7/31/2022

Gross Earnings:	\$1,610,077.93
Benefits Paid:	\$808,491.99
Total Expenditures:	\$2,418,569.92

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

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

WITNESS MY HAND THIS 9th DAY OF August 2022


SHOONA RIGGS, CLALLAM COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

BILL PEACH

(County Administrator)

COPY

Payroll and Benefits Paid for 3 Payrolls: August 10, 2022					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: July 2022					
General Fund	00100	777,716.68	273,790.72	154	1,051,507.40
Sheriff: Boating Safety/VRF	11003/04	6,339.12	911.30	3	7,250.42
Sheriff: OPNET	11008	4,994.11	2,196.50	1	7,190.61
HHS	11301	13,539.71	6,271.91	4	19,811.62
HHS-Homeless Task Force	11322	2,296.23	1,100.61	1	3,396.84
Chem Depend/Mental Health	11323	2,296.25	1,100.60	1	3,396.85
HHS-Dev Disabilities	11331	5,456.43	2,312.19	1	7,768.62
Law Library	11401	613.99	53.57	1	667.56
Auditor-Doc Preservation	12401	1,014.41	89.14	1	1,103.55
Noxious Weed Control	13001	6,213.38	2,684.15	1	8,897.53
HR Risk Management	50401	6,216.39	572.90	4	6,789.29
Wellness Benefit/Transit Passes	50601				0.00
MONTHLY TOTALS		826,696.70	291,083.59		1,117,780.29
SEMI-MONTHLY: 7/16-31/2022					
General Fund	00100	548,145.63	356,123.57	200	904,269.20
Sheriff: Boating Safety	11003				0.00
Sheriff: OPNET	11008	1,311.84	929.23	1	2,241.07
HHS	11301	22,243.36	16,733.25	10	38,976.61
Prosecutor-Local Crime Victim	11701	4,981.30	3,388.33	2	8,369.63
Treasurer- O&M	12201	1,130.88	957.79	1	2,088.67
Auditor-Doc Preservation	12401	1,869.00	1,579.29	2	3,448.29
Noxious Weed Control	13001	4,215.64	3,324.82	2	7,540.46
Veterans Relief	19914	4,275.81	3,307.23	2	7,583.04
American Rescue Plan Act	19961	4,893.82	2,345.68	1	7,239.50
HR-Risk Management	50401	12,651.83	6,981.48	4	19,633.31
HR-Worker's Compensation	50501	1,594.58	817.02	2	2,411.60
Wellness Benefit/Transit Passes	50601				0.00
SM TOTALS		607,313.69	396,487.69		1,003,801.38
ROADS: 7/16-31/2022 TOTALS					
PW - Roads	10101	142,554.32	99,453.22	64	242,007.54
PW - Flood Control	10135	4,137.98	2,245.04	2	6,383.02
PW - Solid Waste	40201	985.95	518.44	2	1,504.39
Clallam Bay/Seki Sewer	41401	7,341.64	4,643.46	6	11,985.10
PW - Carlsborg Sewer M&O	42401	1,406.30	895.94	6	2,302.24
ER&R	50301	19,641.35	13,164.61	11	32,805.96
Wellness Benefit/Transit Passes	50601				0.00
ROADS TOTALS		176,067.54	120,920.71		296,988.25
TOTALS		\$1,610,077.93	\$808,491.99		\$2,418,569.92

Prepared by:

Angi Klahn, Deputy Auditor

COPY

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Monthly

Page: 1

Fund Worked : 00100
Emps : 154

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		568,132.71	15,661.10	v	VACATION		59,184.78	1,441.75
o15s	OVERTIME X 1.5 - SHERIFF DEPT		45,153.44	764.55	fh	FLOATING HOLIDAY		27,710.79	796.50
s	SICK		20,698.67	565.50	h	HOLIDAY		20,474.85	511.90
vp	VACATION PAYOFF		7,949.81	236.25	covid	covid SICK		5,887.16	180.00
o15j	OVERTIME x 1.5 - JUV DETENTION		4,276.75	102.75	hazpay	HAZARD PAY		2,481.75	
accred	ACCREDITATION PAY		2,349.20		ohjd	OT HOLIDAY - JUV DETENTION		2,250.01	54.00
oth	OVERTIME X 1.5 - HOURLY		1,647.74	133.50	bsba	BS/BA EDUCATION INCENTIVE		1,593.45	
aute	AUTO ALLOWANCE ELECTED		1,360.00		aaas	AA/AS EDUCATION INCENTIVE		1,257.48	
detpay	DETECTIVE PAY		1,081.16		flxu	FLEX TIME USED (NO RUN BAL)		845.04	18.75
auto	AUTO ALLOWANCE CONTRACTUAL		680.00		cu	COMP USED		601.48	20.50
fl	FUNERAL LEAVE		532.60	16.00	oc2	ON CALL NON-SHIFT DAY		284.17	3.00
swa	SICK - WA PART-TIME		261.76	12.15	phsm	PHONE STIPEND SMART PHONE		240.00	
oc1	ON CALL SHIFT DAY		194.20	6.00	asp	SHERIFF ACTING SUPERVISOR PAY		182.51	107.00
fto	FTO PREMIUM		153.76	80.00	wep	WEST END PAY		100.00	
aspj	ACTING SUPERVISOR PAY JUVENILE		97.66	72.00	phns	PHONE STIPEND		30.00	
aspd	SHERIFF ACTING SUP PAY DEPUTY		23.75	12.00					
								Totals:	777,716.68
									20,795.20

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	73,454.94	socsec	SOCIAL SECURITY	46,346.80
pers2	PERS 2 RETIREMENT	19,622.35	leoff2	LEOFF 2 RETIREMENT	15,954.63
401a	401A DEFERRED COMPENSATION	14,636.41	medtx	MEDICARE TAX	10,839.26
icm457	ICMA DEFERRED COMP	10,536.28	medpre	HEALTH INSURANCE PRE TAX	10,350.56
h457	MASSMUTUAL 457	6,599.71	psers	PSERS RETIREMENT	6,062.81
pers3	PERS 3 RETIREMENT	4,542.40	fmlatx	WA Paid Family & Medical Leave	3,342.38
n457	NATIONWIDE 457	2,948.41	udteam	UNION DUES - TEAMSTERS	2,399.00
aflpre	AFLAC PRE TAX	931.50	l&i	L&I - SELF INSURED	872.79
udpd	UNION DUES - 1619 D	849.66	ltdshr	LTD - SHERIFF	778.97
genpre	SUN LIFE PRE TAX	741.19	udmp	UNION DUES - 1619 MP	602.00
hr125	HEALTH REIMBURSEMENT	500.00	udps	UNION DUES - 1619 S	482.96
udcd	UNION DUES - 1619 CD C	481.60	udlc	UNION DUES - 1619 LC	361.20
n457rt	ROTH-NATIONWIDE 457	300.00	aflaft	AFLAC POST TAX	275.81
udcs	UNION DUES - 1619 CS	240.80	dshs	DSHS CHILD SUPPORT	200.00
uw	UNITED WAY	160.00	colaft	COLONIAL LIFE INS. POST TAX	145.68
colpre	COLONIAL LIFE INS. PRE TAX	88.12	wsatf	1619CD WSATF DUES	60.00
shrfcf	SHERIFF COFFEE FUND	44.97	perscu	PERS RETIREMENT CATCH UP	44.08
shrfnd	SHERIFF EMPLOYEE FUND	25.79	garnfe	GARNISHMENT FEE	1.00

Page: 1

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 2

Fund Worked : 00100
Emps : 154

Totals: 235,824.06

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	128,751.44
pers2 PERS 2 RETIREMENT	31,624.02
medtx MEDICARE TAX	10,839.26
psers PSERS RETIREMENT	9,691.17
pers3 PERS 3 RETIREMENT	6,896.86
fmlatx WA Paid Family & Medical Leave	1,222.50
genpre SUN LIFE PRE TAX	292.00

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	46,346.80
401a 401A DEFERRED COMPENSATION	12,578.59
leoff2 LEOFF 2 RETIREMENT	9,913.20
l&i L&I - SELF INSURED	8,733.92
vebahr HRA VEBA	6,171.57
unemp UNEMPLOYMENT	700.97
perscu PERS RETIREMENT CATCH UP	28.42

Totals: 273,790.72

Gross Earnings by Fund: 777,716.68 20,795.20

Total Fund Deductions: 235,824.06

Fund Net: 541,892.62

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 3

Fund Worked : 11003
Emps : 3

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
o15s OVERTIME X 1.5 - SHERIFF DEPT	4,434.07	68.50			
			Totals:	4,434.07	68.50
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
fedtx FEDERAL WITHHOLDING TAX	567.74		leoff2 LEOFF 2 RETIREMENT	378.23	
socsec SOCIAL SECURITY	273.57		medtx MEDICARE TAX	63.98	
h457 MASSMUTUAL 457	60.86		icm457 ICMA DEFERRED COMP	33.49	
401a 401A DEFERRED COMPENSATION	22.32		fmlatx WA Paid Family & Medical Leave	19.47	
ltdshr LTD - SHERIFF	17.69		ucpd UNION DUES - 1619 D	14.68	
udps UNION DUES - 1619 S	13.88		aflpre AFLAC PRE TAX	3.88	
l&i L&I - SELF INSURED	3.27		shrfcf SHERIFF COFFEE FUND	0.68	
shrfnd SHERIFF EMPLOYEE FUND	0.14				
			Totals:	1,473.88	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
socsec SOCIAL SECURITY	273.57		leoff2 LEOFF 2 RETIREMENT	235.01	
medtx MEDICARE TAX	63.98		l&i L&I - SELF INSURED	53.44	
fmlatx WA Paid Family & Medical Leave	7.12		unemp UNEMPLOYMENT	4.44	
			Totals:	637.56	
			Gross Earnings by Fund:	4,434.07	68.50
			Total Fund Deductions:	1,473.88	
			Fund Net:	2,960.19	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 4

Fund Worked : 11004
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
o15s OVERTIME X 1.5 - SHERIFF DEPT	1,905.05	30.75			
			Totals:	1,905.05	30.75
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
leoff2 LEOFF 2 RETIREMENT	162.50		fedtx FEDERAL WITHHOLDING TAX	156.33	
socsec SOCIAL SECURITY	117.61		h457 MASSMUTUAL 457	31.76	
medtx MEDICARE TAX	27.51		401a 401A DEFERRED COMPENSATION	19.89	
fmlatx WA Paid Family & Medical Leave	8.37		ltdshr LTD - SHERIFF	8.12	
udpd UNION DUES - 1619 D	8.06		udps UNION DUES - 1619 S	5.06	
l&i L&I - SELF INSURED	1.50		shrfcf SHERIFF COFFEE FUND	0.35	
shrfrnd SHERIFF EMPLOYEE FUND	0.07				
			Totals:	547.13	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
socsec SOCIAL SECURITY	117.61		leoff2 LEOFF 2 RETIREMENT	100.97	
medtx MEDICARE TAX	27.51		l&i L&I - SELF INSURED	22.68	
fmlatx WA Paid Family & Medical Leave	3.06		unemp UNEMPLOYMENT	1.91	
			Totals:	273.74	
			Gross Earnings by Fund:	1,905.05	30.75
			Total Fund Deductions:	547.13	
			Fund Net:	1,357.92	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 5

Fund Worked : 11008
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,002.82	136.00	fh	FLOATING HOLIDAY		470.92	16.00
s	SICK		235.46	8.00	h	HOLIDAY		235.46	8.00
accred	ACCREDITATION PAY		49.45						
					Totals:				168.00
									4,994.11
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		386.12	pers2	PERS 2 RETIREMENT		317.63		
socsec	SOCIAL SECURITY		304.05	medpre	HEALTH INSURANCE PRE TAX		90.10		
medtx	MEDICARE TAX		71.11	udlc	UNION DUES - 1619 LC		60.20		
fmlatx	WA Paid Family & Medical Leave		21.94	l&i	L&I - SELF INSURED		7.02		
shrfnd	SHERIFF EMPLOYEE FUND		5.00	Totals:					
									1,263.17
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,275.00	pers2	PERS 2 RETIREMENT		511.90		
socsec	SOCIAL SECURITY		304.05	medtx	MEDICARE TAX		71.11		
l&i	L&I - SELF INSURED		21.42	fmlatx	WA Paid Family & Medical Leave		8.03		
unemp	UNEMPLOYMENT		4.99	Totals:					
									2,196.50
					Gross Earnings by Fund:				168.00
									4,994.11
					Total Fund Deductions:				1,263.17
					Fund Net:				3,730.94

Page: 5

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 6

Fund Worked : 11301
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		9,564.41	332.90	v	VACATION		2,412.79	86.50
fl	FUNERAL LEAVE		655.71	24.00	h	HOLIDAY		523.89	19.20
s	SICK		193.98	8.00	fh	FLOATING HOLIDAY		188.93	6.40
					Totals:			13,539.71	477.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,070.51
icm457	ICMA DEFERRED COMP	647.50
medpre	HEALTH INSURANCE PRE TAX	479.40
udteam	UNION DUES - TEAMSTERS	182.00
fmlatx	WA Paid Family & Medical Leave	59.49

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	809.73
pers2	PERS 2 RETIREMENT	547.27
medtx	MEDICARE TAX	189.38
pers3	PERS 3 RETIREMENT	126.09
l&i	L&I - SELF INSURED	17.19
Totals:		4,128.56

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,765.00
socsec	SOCIAL SECURITY	809.73
401a	401A DEFERRED COMPENSATION	222.54
l&i	L&I - SELF INSURED	109.49
unemp	UNEMPLOYMENT	13.54

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	881.99
pers3	PERS 3 RETIREMENT	258.48
medtx	MEDICARE TAX	189.38
fmlatx	WA Paid Family & Medical Leave	21.76
Totals:		6,271.91

Gross Earnings by Fund:	13,539.71	477.00
Total Fund Deductions:	4,128.56	
Fund Net:	9,411.15	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 7

Fund Worked : 11322
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
v	VACATION		1,176.82	41.00	r	REGULAR		1,004.60	35.00
h	HOLIDAY		114.81	4.00					
					Totals:			2,296.23	80.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		214.97	pers2	PERS 2 RETIREMENT		146.04		
socsec	SOCIAL SECURITY		138.03	icm457	ICMA DEFERRED COMP		91.84		
medpre	HEALTH INSURANCE PRE TAX		69.90	udteam	UNION DUES - TEAMSTERS		32.51		
medtx	MEDICARE TAX		32.27	fmlatx	WA Paid Family & Medical Leave		10.09		
l&i	L&I - SELF INSURED		1.81						
				Totals:			737.46		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		637.51	pers2	PERS 2 RETIREMENT		235.36		
socsec	SOCIAL SECURITY		138.03	401a	401A DEFERRED COMPENSATION		45.93		
medtx	MEDICARE TAX		32.27	l&i	L&I - SELF INSURED		5.52		
fmlatx	WA Paid Family & Medical Leave		3.69	unemp	UNEMPLOYMENT		2.30		
				Totals:			1,100.61		
				Gross Earnings by Fund:			2,296.23		80.00
				Total Fund Deductions:			737.46		
				Fund Net:			1,558.77		

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 8

Fund Worked : 11323
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
v	VACATION		1,176.83	41.00	r	REGULAR		1,004.61	35.00
h	HOLIDAY		114.81	4.00					
					Totals:			2,296.25	80.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		214.95	pers2	PERS 2 RETIREMENT		146.04		
socsec	SOCIAL SECURITY		138.04	icm457	ICMA DEFERRED COMP		91.86		
medpre	HEALTH INSURANCE PRE TAX		69.90	udteam	UNION DUES - TEAMSTERS		32.49		
medtx	MEDICARE TAX		32.29	fmlatx	WA Paid Family & Medical Leave		10.09		
l&i	L&I - SELF INSURED		1.80						
				Totals:			737.46		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		637.49	pers2	PERS 2 RETIREMENT		235.37		
socsec	SOCIAL SECURITY		138.04	401a	401A DEFERRED COMPENSATION		45.92		
medtx	MEDICARE TAX		32.29	l&i	L&I - SELF INSURED		5.51		
fmlatx	WA Paid Family & Medical Leave		3.69	unemp	UNEMPLOYMENT		2.29		
				Totals:			1,100.60		
				Gross Earnings by Fund:			2,296.25		80.00
				Total Fund Deductions:			737.46		
				Fund Net:			1,558.79		

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 9

Fund Worked : 11331
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,670.10	113.00	v	VACATION		1,526.50	47.00
h	HOLIDAY		259.83	8.00					
					Totals:			5,456.43	168.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	524.01
pers2	PERS 2 RETIREMENT	347.03
medpre	HEALTH INSURANCE PRE TAX	204.80
udteam	UNION DUES - TEAMSTERS	73.00
l&i	L&I - SELF INSURED	5.83

Deduction Code and Description		Amount
h457	MASSMUTUAL 457	500.00
socsec	SOCIAL SECURITY	325.60
medtx	MEDICARE TAX	76.15
fmlatx	WA Paid Family & Medical Leave	23.97
Totals:		2,080.39

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,210.00
socsec	SOCIAL SECURITY	325.60
medtx	MEDICARE TAX	76.15
fmlatx	WA Paid Family & Medical Leave	8.77

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	559.28
401a	401A DEFERRED COMPENSATION	109.13
l&i	L&I - SELF INSURED	17.80
unemp	UNEMPLOYMENT	5.46
Totals:		2,312.19

Gross Earnings by Fund:	5,456.43	168.00
Total Fund Deductions:	2,080.39	
Fund Net:	3,376.04	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 10

Fund Worked : 11401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		613.99	31.75					
					Totals:			613.99	31.75
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
socsec	SOCIAL SECURITY		38.07	fedtx	FEDERAL WITHHOLDING TAX		25.15		
medtx	MEDICARE TAX		8.90	fmlatx	WA Paid Family & Medical Leave		2.70		
l&i	L&I - SELF INSURED		1.64						
				Totals:			76.46		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		38.07	medtx	MEDICARE TAX		8.90		
l&i	L&I - SELF INSURED		5.00	fmlatx	WA Paid Family & Medical Leave		0.99		
unemp	UNEMPLOYMENT		0.61						
				Totals:			53.57		
				Gross Earnings by Fund:			613.99		31.75
				Total Fund Deductions:			76.46		
				Fund Net:			537.53		

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 11

Fund Worked : 12401
Emps : 1

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	1,014.41	56.50			
			Totals:	1,014.41	56.50
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
socsec SOCIAL SECURITY	62.89		medtx MEDICARE TAX	14.71	
fmlatx WA Paid Family & Medical Leave	4.46		l&i L&I - SELF INSURED	2.92	
			Totals:	84.98	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
socsec SOCIAL SECURITY	62.89		medtx MEDICARE TAX	14.71	
l&i L&I - SELF INSURED	8.90		fmlatx WA Paid Family & Medical Leave	1.63	
unemp UNEMPLOYMENT	1.01				
			Totals:	89.14	
			Gross Earnings by Fund:	1,014.41	56.50
			Total Fund Deductions:	84.98	
			Fund Net:	929.43	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 12

Fund Worked : 13001
Emps : 1

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	3,883.40	100.00	v VACATION	1,165.02	30.00
s SICK	776.68	20.00	h HOLIDAY	388.28	10.00
			Totals:	6,213.38	160.00

Deduction Code and Description	Amount
icm457 ICMA DEFERRED COMP	2,000.00
pers2 PERS 2 RETIREMENT	395.17
401a 401A DEFERRED COMPENSATION	310.67
udmp UNION DUES - 1619 MP	60.20
fmlatx WA Paid Family & Medical Leave	27.30

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	654.87
socsec SOCIAL SECURITY	382.43
medtx MEDICARE TAX	89.44
medpre HEALTH INSURANCE PRE TAX	45.10
l&i L&I - SELF INSURED	8.26
Totals:	3,973.44

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	1,320.00
socsec SOCIAL SECURITY	382.43
l&i L&I - SELF INSURED	89.95
vebahr HRA VEBA	25.00
unemp UNEMPLOYMENT	6.21

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	636.87
401a 401A DEFERRED COMPENSATION	124.27
medtx MEDICARE TAX	89.44
fmlatx WA Paid Family & Medical Leave	9.98
Totals:	2,684.15

Gross Earnings by Fund:	6,213.38	160.00
Total Fund Deductions:	3,973.44	
Fund Net:	2,239.94	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 13

Fund Worked : 50401
Emps : 4

Earnings Code & Description	Amount	Hours
REGULAR	6,216.39	216.50

Earnings Code & Description	Amount	Hours
Totals:	6,216.39	216.50

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	503.78
medtx MEDICARE TAX	90.14
l&i L&I - SELF INSURED	11.18

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	385.42
fmlatx WA Paid Family & Medical Leave	27.32
Totals:	1,017.84

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	385.42
l&i L&I - SELF INSURED	81.13
unemp UNEMPLOYMENT	6.22

Benefit Code and Description	Amount
medtx MEDICARE TAX	90.14
fmlatx WA Paid Family & Medical Leave	9.99
Totals:	572.90

Gross Earnings by Fund:	6,216.39	216.50
Total Fund Deductions:	1,017.84	
Fund Net:	5,198.55	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 14

Fund Worked : 65101
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	7,346.01	200.00			
			Totals:	7,346.01	200.00
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
leoff2 LEOFF 2 RETIREMENT	524.26		fedtx FEDERAL WITHHOLDING TAX	462.36	
fd1457 DRS 457 DEFERRED COMP FIRE 1	400.00		medtx MEDICARE TAX	106.52	
socsec SOCIAL SECURITY	74.40		l&i1 L&I - FIRE 1	66.85	
fmlf1 WA Paid Family & Medical Leave	32.27				
			Totals:	1,666.66	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
leoff2 LEOFF 2 RETIREMENT	325.74		medtx MEDICARE TAX	106.52	
socsec SOCIAL SECURITY	74.40				
			Totals:	506.66	
			Gross Earnings by Fund:	7,346.01	200.00
			Total Fund Deductions:	1,666.66	
			Fund Net:	5,679.35	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 15

Fund Worked : 65151
Emps : 13

Earnings Code & Description	Amount	Hours
r REGULAR	8,055.35	189.00

Earnings Code & Description	Amount	Hours
Totals:	8,055.35	189.00

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	677.10
medtx MEDICARE TAX	116.81

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	499.45
fmlf5 WA Paid Family & Medical Leave	35.40
Totals:	1,328.76

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	499.45

Benefit Code and Description	Amount
medtx MEDICARE TAX	116.81
Totals:	616.26

Gross Earnings by Fund:	8,055.35	189.00
Total Fund Deductions:	1,328.76	
Fund Net:	6,726.59	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Fund Worked : 65161
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		249.23	17.20					
					Totals:			249.23	17.20
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		15.45		medtx	MEDICARE TAX		3.61	
fmlf6	WA Paid Family & Medical Leave		1.10						
					Totals:			20.16	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		15.45		medtx	MEDICARE TAX		3.61	
					Totals:			19.06	
					Gross Earnings by Fund:			249.23	17.20
					Total Fund Deductions:			20.16	
					Fund Net:			229.07	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 17

Fund Worked : 65171
Emps : 14

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
REGULAR			11,177.05	257.50	bhu BENEFIT HOURS USED - TAX DIST			1,610.67	32.00
					Totals:			12,787.72	289.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx FEDERAL WITHHOLDING TAX			845.28		leof#4 LEOFF 2 RETIREMENT FIRE 4			721.30	
socsec SOCIAL SECURITY			268.59		medtx MEDICARE TAX			185.45	
l&if4 L&I - FIRE 4			63.03		fmif4 WA Paid Family & Medical Leave			56.18	
					Totals:			2,139.83	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
leof#4 LEOFF 2 RETIREMENT FIRE 4			448.17		socsec SOCIAL SECURITY			268.59	
medtx MEDICARE TAX			185.45						
					Totals:			902.21	
					Gross Earnings by Fund:			12,787.72	289.50
					Total Fund Deductions:			2,139.83	
					Fund Net:			10,647.89	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 18

Fund Worked : 67101
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,230.80	196.00	ott	OVERTIME - TAXING DIST		2,208.00	64.00
bhu	BENEFIT HOURS USED - TAX DIST		184.00	8.00					
					Totals:			6,622.80	268.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		805.88	socsec	SOCIAL SECURITY		410.61		
pers2	PERS 2 RETIREMENT		386.18	medtx	MEDICARE TAX		96.03		
l&iagn	L&I - AGNEW		70.60						
				Totals:			1,769.30		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		622.38	socsec	SOCIAL SECURITY		410.61		
medtx	MEDICARE TAX		96.03	fmlagn	WA Paid Family & Medical Leave		29.10		
				Totals:			1,158.12		
				Gross Earnings by Fund:			6,622.80		268.00
				Total Fund Deductions:			1,769.30		
				Fund Net:			4,853.50		

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 19

Fund Worked : 67121
Emps : 3

Earnings Code & Description	Amount	Hours
r REGULAR	2,150.00	65.00

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	133.30
fmlcn WA Paid Family & Medical Leave	9.45

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	133.30

Earnings Code & Description	Amount	Hours
Totals:	2,150.00	65.00

Deduction Code and Description	Amount
medtx MEDICARE TAX	31.18
Totals:	173.93

Benefit Code and Description	Amount
medtx MEDICARE TAX	31.18
Totals:	164.48

Gross Earnings by Fund:	2,150.00	65.00
Total Fund Deductions:	173.93	
Fund Net:	1,976.07	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 20

Fund Worked : 67141
Emps : 3

Earnings Code & Description	Amount	Hours
r REGULAR	5,204.80	204.00

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	322.70
fedtx FEDERAL WITHHOLDING TAX	200.81
l&ihig L&I - HIGHLAND IRRIGATION	55.67

Benefit Code and Description	Amount
pers2h PERS 2 RETIREMENT - HIGHLAND	450.67
medtx MEDICARE TAX	75.47

Earnings Code & Description	Amount	Hours
Totals:	5,204.80	204.00

Deduction Code and Description	Amount
pers2h PERS 2 RETIREMENT - HIGHLAND	279.64
medtx MEDICARE TAX	75.47
fmhig WA Paid Family & Medical Leave	22.87
Totals:	957.16

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	322.70
Totals:	848.84

Gross Earnings by Fund:	5,204.80	204.00
Total Fund Deductions:	957.16	
Fund Net:	4,247.64	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 21

Fund Worked : 67701
Emps : 5

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	8,404.00	350.00			
			Totals:	8,404.00	350.00
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
socsec SOCIAL SECURITY	521.05		fedtx FEDERAL WITHHOLDING TAX	350.98	
medtx MEDICARE TAX	121.86		fmlbld WA Paid Family & Medical Leave	36.93	
			Totals:	1,030.82	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
socsec SOCIAL SECURITY	521.05		medtx MEDICARE TAX	121.86	
			Totals:	642.91	
			Gross Earnings by Fund:	8,404.00	350.00
			Total Fund Deductions:	1,030.82	
			Fund Net:	7,373.18	

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 22

Fund Worked : 67731
Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	31,932.34	1,101.25
ott	OVERTIME - TAXING DIST	644.14	16.00

Earnings Code & Description		Amount	Hours
bhu	BENEFIT HOURS USED - TAX DIST	3,730.07	113.50
Totals:		36,306.55	1,230.75

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,266.76
pers2s	PERS 2 RETIREMENT - SUNLAND	2,220.57
medsun	HEALTH INSURANCE SUNLAND	416.67
fmlsun	WA Paid Family & Medical Leave	159.51

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	2,251.01
medtx	MEDICARE TAX	526.46
l&isun	L&I - SUNLAND	226.00
Totals:		8,066.98

Benefit Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	11,844.80
socsec	SOCIAL SECURITY	2,251.01

Benefit Code and Description		Amount
pers2s	PERS 2 RETIREMENT - SUNLAND	3,578.74
medtx	MEDICARE TAX	526.46
Totals:		18,201.01

Gross Earnings by Fund:	36,306.55	1,230.75
Total Fund Deductions:	8,066.98	
Fund Net:	28,239.57	

Fund Worked : - Totals -
Emps : 220

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	677,857.02	19,297.70	v	VACATION	66,642.74	1,687.25
o15s	OVERTIME X 1.5 - SHERIFF DEPT	51,492.56	863.80	fh	FLOATING HOLIDAY	28,370.64	818.90
h	HOLIDAY	22,111.93	565.10	s	SICK	21,904.79	601.50
vp	VACATION PAYOFF	7,949.81	236.25	covid	covid SICK	5,887.16	180.00
bhu	BENEFIT HOURS USED - TAX DIST	5,524.74	153.50	o15j	OVERTIME x 1.5 - JUV DETENTION	4,276.75	102.75
ott	OVERTIME - TAXING DIST	2,852.14	80.00	hazpay	HAZARD PAY	2,481.75	
accred	ACCREDITATION PAY	2,398.65		ohjd	OT HOLIDAY - JUV DETENTION	2,250.01	54.00
oth	OVERTIME X 1.5 - HOURLY	1,647.74	133.50	bsba	BS/BA EDUCATION INCENTIVE	1,593.45	
aute	AUTO ALLOWANCE ELECTED	1,360.00		aaas	AA/AS EDUCATION INCENTIVE	1,257.48	
fl	FUNERAL LEAVE	1,188.31	40.00	detpay	DETECTIVE PAY	1,081.16	
flxu	FLEX TIME USED (NO RUN BAL)	845.04	18.75	auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
cu	COMP USED	601.48	20.50	oc2	ON CALL NON-SHIFT DAY	284.17	3.00
swa	SICK - WA PART-TIME	261.76	12.15	phsm	PHONE STIPEND SMART PHONE	240.00	
oc1	ON CALL SHIFT DAY	194.20	6.00	asp	SHERIFF ACTING SUPERVISOR PAY	182.51	107.00
fto	FTO PREMIUM	153.76	80.00	wep	WEST END PAY	100.00	
aspj	ACTING SUPERVISOR PAY JUVENILE	97.66	72.00	phns	PHONE STIPEND	30.00	
aspd	SHERIFF ACTING SUP PAY DEPUTY	23.75	12.00				
				Totals:		913,823.16	25,145.65

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	83,382.54	socsec	SOCIAL SECURITY	53,818.80
pers2	PERS 2 RETIREMENT	21,907.71	leoff2	LEOFF 2 RETIREMENT	17,019.62
401a	401A DEFERRED COMPENSATION	14,989.29	icm457	ICMA DEFERRED COMP	13,400.97
medtx	MEDICARE TAX	12,798.53	medpre	HEALTH INSURANCE PRE TAX	11,309.76
h457	MASSMUTUAL 457	7,192.33	psers	PSERS RETIREMENT	6,062.81
pers3	PERS 3 RETIREMENT	4,668.49	fmlatx	WA Paid Family & Medical Leave	3,557.58
n457	NATIONWIDE 457	2,948.41	udteam	UNION DUES - TEAMSTERS	2,719.00
pers2s	PERS 2 RETIREMENT - SUNLAND	2,220.57	aflpre	AFLAC PRE TAX	935.38
l&i	L&I - SELF INSURED	935.21	udpd	UNION DUES - 1619 D	872.40
ltdshr	LTD - SHERIFF	804.78	genpre	SUN LIFE PRE TAX	741.19
leoff#4	LEOFF 2 RETIREMENT FIRE 4	721.30	udmp	UNION DUES - 1619 MP	662.20
udps	UNION DUES - 1619 S	501.90	hr125	HEALTH REIMBURSEMENT	500.00
udcd	UNION DUES - 1619 CD C	481.60	udlc	UNION DUES - 1619 LC	421.40
medsun	HEALTH INSURANCE SUNLAND	416.67	fd1457	DRS 457 DEFERRED COMP FIRE 1	400.00
n457rt	ROTH-NATIONWIDE 457	300.00	pers2h	PERS 2 RETIREMENT - HIGHLAND	279.64
aflaft	AFLAC POST TAX	275.81	udcs	UNION DUES - 1619 CS	240.80
l&isun	L&I - SUNLAND	226.00	dshs	DSHS CHILD SUPPORT	200.00

pyLDFnd
08/08/2022 1:24:54PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2022 to 07/31/2022-1 Cycle m

Page: 24

Fund Worked : - Totals -
Emps : 220

Deduction Code and Description		Amount
uw	UNITED WAY	160.00
colaft	COLONIAL LIFE INS. POST TAX	145.68
l&iagn	L&I - AGNEW	70.60
l&if4	L&I - FIRE 4	63.03
fmlf4	WA Paid Family & Medical Leave	56.18
shrfcf	SHERIFF COFFEE FUND	46.00
fmlbld	WA Paid Family & Medical Leave	36.93
fmlf1	WA Paid Family & Medical Leave	32.27
fmlhig	WA Paid Family & Medical Leave	22.87
fmlf6	WA Paid Family & Medical Leave	1.10

Deduction Code and Description		Amount
fmlsun	WA Paid Family & Medical Leave	159.51
colpre	COLONIAL LIFE INS. PRE TAX	88.12
l&i1	L&I - FIRE 1	66.85
wsatf	1619CD WSATF DUES	60.00
l&ihig	L&I - HIGHLAND IRRIGATION	55.67
perscu	PERS RETIREMENT CATCH UP	44.08
fmlf5	WA Paid Family & Medical Leave	35.40
shrfnd	SHERIFF EMPLOYEE FUND	31.00
fmlcln	WA Paid Family & Medical Leave	9.45
garnfe	GARNISHMENT FEE	1.00

Totals: 269,098.43

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	137,596.44
pers2	PERS 2 RETIREMENT	35,307.17
medtx	MEDICARE TAX	12,798.53
leoff2	LEOFF 2 RETIREMENT	10,574.92
l&i	L&I - SELF INSURED	9,154.76
vebahr	HRA VEBA	6,196.57
fmlatx	WA Paid Family & Medical Leave	1,301.21
pers2h	PERS 2 RETIREMENT - HIGHLAND	450.67
genpre	SUN LIFE PRE TAX	292.00
perscu	PERS RETIREMENT CATCH UP	28.42

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	53,818.80
401a	401A DEFERRED COMPENSATION	13,126.38
medsun	HEALTH INSURANCE SUNLAND	11,844.80
psers	PSERS RETIREMENT	9,691.17
pers3	PERS 3 RETIREMENT	7,155.34
pers2s	PERS 2 RETIREMENT - SUNLAND	3,578.74
unemp	UNEMPLOYMENT	749.95
leoff#4	LEOFF 2 RETIREMENT FIRE 4	448.17
fmlagn	WA Paid Family & Medical Leave	29.10

Totals: 314,143.14

Grand Total Gross Earnings:	913,823.16	25,145.65
Grand Total Deductions:	269,098.43	
Grand Total Net:	644,724.73	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Semi-Monthly Page: 1

Fund Worked : 00100
Emps : 200

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	463,473.93	14,056.84	v	VACATION	23,812.55	784.30
s	SICK	19,300.14	637.46	o15s	OVERTIME X 1.5 - SHERIFF DEPT	13,952.23	282.95
fh	FLOATING HOLIDAY	9,076.06	282.90	covid	covid SICK	7,445.73	199.00
cu	COMP USED	2,897.50	92.94	hazpay	HAZARD PAY	1,218.51	
oth	OVERTIME X 1.5 - HOURLY	1,160.92	81.00	accred	ACCREDITATION PAY	1,023.81	
auto	AUTO ALLOWANCE CONTRACTUAL	850.00		vp	VACATION PAYOFF	752.94	34.42
aute	AUTO ALLOWANCE ELECTED	680.00		bsba	BS/BA EDUCATION INCENTIVE	589.10	
cp	COMP TIME PAID - COUNTY	282.72	12.00	phsm	PHONE STIPEND SMART PHONE	260.00	
oc2	ON CALL NON-SHIFT DAY	198.96	2.00	fl	FUNERAL LEAVE	183.87	8.00
asp	SHERIFF ACTING SUPERVISOR PAY	141.82	92.00	uapr	URINE ANALYSIS PREMIUM	141.75	
aspd	SHERIFF ACTING SUP PAY DEPUTY	141.53	77.00	oc1	ON CALL SHIFT DAY	117.28	4.00
aaas	AA/AS EDUCATION INCENTIVE	113.26		detpay	DETECTIVE PAY	97.00	
aspj	ACTING SUPERVISOR PAY JUVENILE	80.00	60.00	fto	FTO PREMIUM	54.16	33.00
retr	RETRO PAY	44.33		phns	PHONE STIPEND	30.00	
spt	SICK PAYOFF - TERMINATION 10%	25.53	11.67				
				Totals:		548,145.63	16,751.48

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	42,890.79	socsec	SOCIAL SECURITY	31,584.99
medpre	HEALTH INSURANCE PRE TAX	29,016.87	pers2	PERS 2 RETIREMENT	23,727.22
401a	401A DEFERRED COMPENSATION	9,705.15	medtx	MEDICARE TAX	7,386.92
icm457	ICMA DEFERRED COMP	6,656.94	leoff2	LEOFF 2 RETIREMENT	4,393.16
psers	PSERS RETIREMENT	3,846.49	h457	MASSMUTUAL 457	3,047.08
udteam	UNION DUES - TEAMSTERS	2,892.35	pers3	PERS 3 RETIREMENT	2,889.64
fmlatx	WA Paid Family & Medical Leave	2,389.63	aflpre	AFLAC PRE TAX	1,989.73
genpre	SUN LIFE PRE TAX	1,349.96	n457	NATIONWIDE 457	997.50
dc125	DEPENDENT CARE	832.66	dshs	DSHS CHILD SUPPORT	762.38
l&i	L&I - SELF INSURED	738.67	hr125	HEALTH REIMBURSEMENT	725.83
rth457	ROTH-ICMA DEFERRED COMP	604.23	ltdshr	LTD - SHERIFF	581.23
udpd	UNION DUES - 1619 D	436.20	pers1	PERS 1 RETIREMENT	399.96
udcd	UNION DUES - 1619 CD C	390.44	udmp	UNION DUES - 1619 MP	361.20
udlc	UNION DUES - 1619 LC	307.92	evggar	EVERGREEN FIN GARNISHMENT	303.91
aflaft	AFLAC POST TAX	295.53	colaft	COLONIAL LIFE INS. POST TAX	267.51
uw	UNITED WAY	235.00	leofcu	LEOFF RETIREMENT CATCH UP	233.46
udtint	TEAMSTERS INIT FEE or ADJ	100.00	colpre	COLONIAL LIFE INS. PRE TAX	96.80
udps	UNION DUES - 1619 S	35.85	udcs	UNION DUES - 1619 CS	30.10
shrfcf	SHERIFF COFFEE FUND	22.33	garnfe	GARNISHMENT FEE	21.00

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 2

Fund Worked : 00100
Emps : 200

<u>Deduction Code and Description</u>	<u>Amount</u>
shrfnd SHERIFF EMPLOYEE FUND	19.13

<u>Benefit Code and Description</u>	<u>Amount</u>
medpre HEALTH INSURANCE PRE TAX	238,943.28
socsec SOCIAL SECURITY	31,584.99
vebahr HRA VEBA	9,150.39
psers PSERS RETIREMENT	6,148.46
pers3 PERS 3 RETIREMENT	4,488.20
fmlatx WA Paid Family & Medical Leave	873.89
unemp UNEMPLOYMENT	510.50
leofcu LEOFF RETIREMENT CATCH UP	145.05

<u>Deduction Code and Description</u>	<u>Amount</u>
Totals:	182,565.76

<u>Benefit Code and Description</u>	<u>Amount</u>
pers2 PERS 2 RETIREMENT	38,237.65
401a 401A DEFERRED COMPENSATION	9,522.94
medtx MEDICARE TAX	7,386.92
l&i L&I - SELF INSURED	5,229.59
leoff2 LEOFF 2 RETIREMENT	2,729.64
pers1 PERS 1 RETIREMENT	683.26
genpre SUN LIFE PRE TAX	488.81
Totals:	356,123.57

Gross Earnings by Fund:	548,145.63	16,751.48
Total Fund Deductions:	182,565.76	
Fund Net:	365,579.87	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 3

Fund Worked : 11008
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,311.84	43.50					
					Totals:			1,311.84	43.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		169.75	pers2	PERS 2 RETIREMENT		83.44		
socsec	SOCIAL SECURITY		81.33	401a	401A DEFERRED COMPENSATION		38.61		
medtx	MEDICARE TAX		19.02	udlc	UNION DUES - 1619 LC		16.05		
fmlatx	WA Paid Family & Medical Leave		5.77	shrfnd	SHERIFF EMPLOYEE FUND		2.67		
shrfcf	SHERIFF COFFEE FUND		2.67	l&i	L&I - SELF INSURED		1.94		
				Totals:			421.25		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		657.94	pers2	PERS 2 RETIREMENT		134.46		
socsec	SOCIAL SECURITY		81.33	401a	401A DEFERRED COMPENSATION		26.24		
medtx	MEDICARE TAX		19.02	l&i	L&I - SELF INSURED		6.82		
fmlatx	WA Paid Family & Medical Leave		2.11	unemp	UNEMPLOYMENT		1.31		
				Totals:			929.23		
				Gross Earnings by Fund:			1,311.84		43.50
				Total Fund Deductions:			421.25		
				Fund Net:			890.59		

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 4

Fund Worked : 11301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		17,028.71	591.50	v	VACATION		3,120.31	95.40
s	SICK		763.62	32.50	covid	covid SICK		760.41	24.00
cu	COMP USED		506.94	16.00	oth	OVERTIME X 1.5 - HOURLY		63.37	4.00
					Totals:			22,243.36	763.40

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,693.80
fedtx	FEDERAL WITHHOLDING TAX	1,333.30
401a	401A DEFERRED COMPENSATION	607.31
medtx	MEDICARE TAX	295.28
udteam	UNION DUES - TEAMSTERS	235.00
fmlatx	WA Paid Family & Medical Leave	97.74
hr125	HEALTH REIMBURSEMENT	68.00
l&i	L&I - SELF INSURED	34.09

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,414.70
socsec	SOCIAL SECURITY	1,262.55
icm457	ICMA DEFERRED COMP	601.38
rth457	ROTH-ICMA DEFERRED COMP	253.47
aflpre	AFLAC PRE TAX	117.91
aflaft	AFLAC POST TAX	68.40
udmp	UNION DUES - 1619 MP	60.20
Totals:		8,143.13

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	12,150.00
socsec	SOCIAL SECURITY	1,262.55
medtx	MEDICARE TAX	295.28
vebahr	HRA VEBA	50.00
unemp	UNEMPLOYMENT	22.26

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	2,279.96
401a	401A DEFERRED COMPENSATION	387.79
l&i	L&I - SELF INSURED	249.67
fmlatx	WA Paid Family & Medical Leave	35.74
Totals:		16,733.25

Gross Earnings by Fund:	22,243.36	763.40
Total Fund Deductions:	8,143.13	
Fund Net:	14,100.23	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 5

Fund Worked : 11701
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	4,507.79	157.00	s SICK	473.51	16.00
			Totals:	4,981.30	173.00

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	316.81
socsec SOCIAL SECURITY	297.67
401a 401A DEFERRED COMPENSATION	130.68
udmp UNION DUES - 1619 MP	60.20
l&i L&I - SELF INSURED	8.26

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	299.66
medpre HEALTH INSURANCE PRE TAX	180.10
medtx MEDICARE TAX	69.62
fmlatx WA Paid Family & Medical Leave	21.88
Totals:	1,384.88

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	2,370.00
socsec SOCIAL SECURITY	297.67
401a 401A DEFERRED COMPENSATION	52.27
l&i L&I - SELF INSURED	25.20
unemp UNEMPLOYMENT	4.98

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	510.58
medtx MEDICARE TAX	69.62
vebahr HRA VEBA	50.00
fmlatx WA Paid Family & Medical Leave	8.01
Totals:	3,388.33

Gross Earnings by Fund:	4,981.30	173.00
Total Fund Deductions:	1,384.88	
Fund Net:	3,596.42	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 6

Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		565.44	24.00	v	VACATION		339.26	14.40
fh	FLOATING HOLIDAY		226.18	9.60					
					Totals:			1,130.88	48.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	73.73
socsec	SOCIAL SECURITY	70.12
medtx	MEDICARE TAX	16.40
fmlatx	WA Paid Family & Medical Leave	4.96

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	71.93
401a	401A DEFERRED COMPENSATION	33.93
udteam	UNION DUES - TEAMSTERS	15.90
l&i	L&I - SELF INSURED	1.24
Totals:		288.21

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	726.00
socsec	SOCIAL SECURITY	70.12
medtx	MEDICARE TAX	16.40
fmlatx	WA Paid Family & Medical Leave	1.82

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	115.91
401a	401A DEFERRED COMPENSATION	22.62
l&i	L&I - SELF INSURED	3.78
unemp	UNEMPLOYMENT	1.14
Totals:		957.79

Gross Earnings by Fund:	1,130.88	48.00
Total Fund Deductions:	288.21	
Fund Net:	842.67	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 7

Fund Worked : 12401
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
v	VACATION		1,152.50	54.00	r	REGULAR		579.25	19.69
cu	COMP USED		137.25	6.31					
Totals:								1,869.00	80.00

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	188.55
401a	401A DEFERRED COMPENSATION	128.05
fedtx	FEDERAL WITHHOLDING TAX	102.93
pers2	PERS 2 RETIREMENT	37.43
icm457	ICMA DEFERRED COMP	25.00
fmlatx	WA Paid Family & Medical Leave	8.21

Deduction Code and Description		Amount
afllpre	AFLAC PRE TAX	162.82
pers3	PERS 3 RETIREMENT	108.85
socsec	SOCIAL SECURITY	94.10
udteam	UNION DUES - TEAMSTERS	26.25
medtx	MEDICARE TAX	22.01
l&i	L&I - SELF INSURED	1.02
Totals:		905.22

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,226.24
socsec	SOCIAL SECURITY	94.10
401a	401A DEFERRED COMPENSATION	37.39
l&i	L&I - SELF INSURED	3.11
unemp	UNEMPLOYMENT	1.87

Benefit Code and Description		Amount
pers3	PERS 3 RETIREMENT	131.25
pers2	PERS 2 RETIREMENT	60.32
medtx	MEDICARE TAX	22.01
fmlatx	WA Paid Family & Medical Leave	3.00
Totals:		1,579.29

Gross Earnings by Fund:	1,869.00	80.00
Total Fund Deductions:	905.22	
Fund Net:	963.78	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 8

Fund Worked : 13001
Emps : 2

Earnings Code & Description	Amount	Hours
r REGULAR	4,007.41	150.00

Earnings Code & Description	Amount	Hours
s SICK	208.23	10.00
Totals:	4,215.64	160.00

Deduction Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	384.90
socsec SOCIAL SECURITY	237.51
401a 401A DEFERRED COMPENSATION	177.47
udmp UNION DUES - 1619 MP	30.10
fmlatx WA Paid Family & Medical Leave	18.52

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	268.12
fedtx FEDERAL WITHHOLDING TAX	178.05
medtx MEDICARE TAX	55.55
udteam UNION DUES - TEAMSTERS	23.50
l&i L&I - SELF INSURED	7.74
Totals:	1,381.46

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	2,395.00
socsec SOCIAL SECURITY	237.51
401a 401A DEFERRED COMPENSATION	84.32
vebahr HRA VEBA	25.00
unemp UNEMPLOYMENT	4.22

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	432.11
l&i L&I - SELF INSURED	84.33
medtx MEDICARE TAX	55.55
fmlatx WA Paid Family & Medical Leave	6.78
Totals:	3,324.82

Gross Earnings by Fund:	4,215.64	160.00
Total Fund Deductions:	1,381.46	
Fund Net:	2,834.18	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 9

Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,000.07	140.00	s	SICK		275.74	8.00
					Totals:			4,275.81	148.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
pers2	PERS 2 RETIREMENT		271.94		socsec	SOCIAL SECURITY		265.10	
fedtx	FEDERAL WITHHOLDING TAX		256.18		401a	401A DEFERRED COMPENSATION		175.15	
medtx	MEDICARE TAX		62.00		udmp	UNION DUES - 1619 MP		30.10	
udteam	UNION DUES - TEAMSTERS		27.00		fmlatx	WA Paid Family & Medical Leave		18.79	
l&i	L&I - SELF INSURED		8.26		Totals:			1,114.52	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		2,395.00		pers2	PERS 2 RETIREMENT		438.27	
socsec	SOCIAL SECURITY		265.10		401a	401A DEFERRED COMPENSATION		85.52	
medtx	MEDICARE TAX		62.00		l&i	L&I - SELF INSURED		25.20	
vebahr	HRA VEBA		25.00		fmlatx	WA Paid Family & Medical Leave		6.87	
unemp	UNEMPLOYMENT		4.27		Totals:			3,307.23	
					Gross Earnings by Fund:			4,275.81	148.00
					Total Fund Deductions:			1,114.52	
					Fund Net:			3,161.29	

Page: 9

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 10

Fund Worked : 19961
Emps : 1

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	4,845.37	110.50	hazpay HAZARD PAY	48.45	
			Totals:	4,893.82	110.50
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
fedtx FEDERAL WITHHOLDING TAX	664.31		pers2 PERS 2 RETIREMENT	311.25	
socsec SOCIAL SECURITY	290.72		medpre HEALTH INSURANCE PRE TAX	204.80	
medtx MEDICARE TAX	67.99		fmlatx WA Paid Family & Medical Leave	21.50	
l&i L&I - SELF INSURED	4.13		Totals:	1,564.70	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
medpre HEALTH INSURANCE PRE TAX	1,210.00		pers2 PERS 2 RETIREMENT	501.62	
socsec SOCIAL SECURITY	290.72		vebahr HRA VEBA	250.00	
medtx MEDICARE TAX	67.99		l&i L&I - SELF INSURED	12.60	
fmlatx WA Paid Family & Medical Leave	7.86		unemp UNEMPLOYMENT	4.89	
			Totals:	2,345.68	
			Gross Earnings by Fund:	4,893.82	110.50
			Total Fund Deductions:	1,564.70	
			Fund Net:	3,329.12	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 11

Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		7,292.50	177.56	v	VACATION		4,949.07	78.00
s	SICK		240.26	7.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			12,651.83	262.56

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,339.68
socsec	SOCIAL SECURITY	775.15
pers2	PERS 2 RETIREMENT	389.52
medtx	MEDICARE TAX	181.29
401a	401A DEFERRED COMPENSATION	147.85
fmlatx	WA Paid Family & Medical Leave	55.59
shrcf	SHERIFF COFFEE FUND	5.00

Deduction Code and Description		Amount
h457	MASSMUTUAL 457	1,064.54
medpre	HEALTH INSURANCE PRE TAX	461.48
aflpre	AFLAC PRE TAX	222.32
icm457	ICMA DEFERRED COMP	164.95
genpre	SUN LIFE PRE TAX	133.87
l&i	L&I - SELF INSURED	13.42
shrfnd	SHERIFF EMPLOYEE FUND	1.00
Totals:		4,955.66

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,695.00
h457	MASSMUTUAL 457	651.65
401a	401A DEFERRED COMPENSATION	440.37
medtx	MEDICARE TAX	181.29
genpre	SUN LIFE PRE TAX	65.50
unemp	UNEMPLOYMENT	12.49

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	775.15
pers2	PERS 2 RETIREMENT	627.74
vebahr	HRA VEBA	406.25
l&i	L&I - SELF INSURED	105.71
fmlatx	WA Paid Family & Medical Leave	20.33
Totals:		6,981.48

Gross Earnings by Fund:	12,651.83	262.56
Total Fund Deductions:	4,955.66	
Fund Net:	7,696.17	

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 12

Fund Worked : 50501
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	1,594.58	33.86			
			Totals:	1,594.58	33.86

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	151.72
401a 401A DEFERRED COMPENSATION	107.81
socsec SOCIAL SECURITY	94.86
medtx MEDICARE TAX	22.19
fmlatx WA Paid Family & Medical Leave	7.01
shrfnd SHERIFF EMPLOYEE FUND	0.20

Deduction Code and Description	Amount
icm457 ICMA DEFERRED COMP	112.42
pers2 PERS 2 RETIREMENT	100.24
medpre HEALTH INSURANCE PRE TAX	53.84
genpre SUN LIFE PRE TAX	15.78
l&i L&I - SELF INSURED	1.43
Totals:	667.50

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	423.50
socsec SOCIAL SECURITY	94.86
vebahr HRA VEBA	43.75
genpre SUN LIFE PRE TAX	6.69
fmlatx WA Paid Family & Medical Leave	2.57

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	163.44
401a 401A DEFERRED COMPENSATION	54.01
medtx MEDICARE TAX	22.19
l&i L&I - SELF INSURED	4.41
unemp UNEMPLOYMENT	1.60
Totals:	817.02

Gross Earnings by Fund:	1,594.58	33.86
Total Fund Deductions:	667.50	
Fund Net:	927.08	

Fund Worked : - Totals -
Emps : 220

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		509,206.89	15,504.45	v	VACATION		33,373.69	1,026.10
s	SICK		21,261.50	710.96	o15s	OVERTIME X 1.5 - SHERIFF DEPT		13,952.23	282.95
fh	FLOATING HOLIDAY		9,302.24	292.50	covid	covid SICK		8,206.14	223.00
cu	COMP USED		3,541.69	115.25	hazpay	HAZARD PAY		1,266.96	
oth	OVERTIME X 1.5 - HOURLY		1,224.29	85.00	accred	ACCREDITATION PAY		1,023.81	
auto	AUTO ALLOWANCE CONTRACTUAL		1,020.00		vp	VACATION PAYOFF		752.94	34.42
aute	AUTO ALLOWANCE ELECTED		680.00		bsba	BS/BA EDUCATION INCENTIVE		589.10	
cp	COMP TIME PAID - COUNTY		282.72	12.00	phsm	PHONE STIPEND SMART PHONE		260.00	
oc2	ON CALL NON-SHIFT DAY		198.96	2.00	fl	FUNERAL LEAVE		183.87	8.00
asp	SHERIFF ACTING SUPERVISOR PAY		141.82	92.00	uapr	URINE ANALYSIS PREMIUM		141.75	
aspd	SHERIFF ACTING SUP PAY DEPUTY		141.53	77.00	oc1	ON CALL SHIFT DAY		117.28	4.00
aaas	AA/AS EDUCATION INCENTIVE		113.26		detpay	DETECTIVE PAY		97.00	
aspj	ACTING SUPERVISOR PAY JUVENILE		80.00	60.00	fto	FTO PREMIUM		54.16	33.00
retr	RETRO PAY		44.33		phns	PHONE STIPEND		30.00	
spt	SICK PAYOFF - TERMINATION 10%		25.53	11.67					
								Totals:	
								607,313.69	18,574.30

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		47,460.10	socsec	SOCIAL SECURITY		35,054.10
medpre	HEALTH INSURANCE PRE TAX		32,184.34	pers2	PERS 2 RETIREMENT		26,992.60
401a	401A DEFERRED COMPENSATION		11,252.01	medtx	MEDICARE TAX		8,198.27
icm457	ICMA DEFERRED COMP		7,560.69	leoff2	LEOFF 2 RETIREMENT		4,393.16
h457	MASSMUTUAL 457		4,111.62	psers	PSERS RETIREMENT		3,846.49
udteam	UNION DUES - TEAMSTERS		3,220.00	pers3	PERS 3 RETIREMENT		2,998.49
fmlatx	WA Paid Family & Medical Leave		2,649.60	aflpre	AFLAC PRE TAX		2,492.78
genpre	SUN LIFE PRE TAX		1,499.61	n457	NATIONWIDE 457		997.50
rth457	ROTH-ICMA DEFERRED COMP		857.70	dc125	DEPENDENT CARE		832.66
l&i	L&I - SELF INSURED		820.20	hr125	HEALTH REIMBURSEMENT		793.83
dshs	DSHS CHILD SUPPORT		762.38	ltdshr	LTD - SHERIFF		581.23
udmp	UNION DUES - 1619 MP		541.80	udpd	UNION DUES - 1619 D		436.20
pers1	PERS 1 RETIREMENT		399.96	udcd	UNION DUES - 1619 CD C		390.44
aflaft	AFLAC POST TAX		363.93	udlc	UNION DUES - 1619 LC		323.97
evggar	EVERGREEN FIN GARNISHMENT		303.91	colaft	COLONIAL LIFE INS. POST TAX		267.51
uw	UNITED WAY		235.00	leofcu	LEOFF RETIREMENT CATCH UP		233.46
udtint	TEAMSTERS INIT FEE or ADJ		100.00	colpre	COLONIAL LIFE INS. PRE TAX		96.80
udps	UNION DUES - 1619 S		35.85	udcs	UNION DUES - 1619 CS		30.10
shrfcf	SHERIFF COFFEE FUND		30.00	shrfnd	SHERIFF EMPLOYEE FUND		23.00

pyLDFnd
08/04/2022 4:10:13PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle sc

Page: 14

Fund Worked : - Totals -
Emps : 220

<u>Deduction Code and Description</u>	<u>Amount</u>
garnfe GARNISHMENT FEE	21.00

<u>Deduction Code and Description</u>	<u>Amount</u>
Totals:	203,392.29

<u>Benefit Code and Description</u>	<u>Amount</u>
medpre HEALTH INSURANCE PRE TAX	266,191.96
socsec SOCIAL SECURITY	35,054.10
vebahr HRA VEBA	10,000.39
psers PSERS RETIREMENT	6,148.46
pers3 PERS 3 RETIREMENT	4,619.45
fmlatx WA Paid Family & Medical Leave	968.98
h457 MASSMUTUAL 457	651.65
genpre SUN LIFE PRE TAX	561.00

<u>Benefit Code and Description</u>	<u>Amount</u>
pers2 PERS 2 RETIREMENT	43,502.06
401a 401A DEFERRED COMPENSATION	10,713.47
medtx MEDICARE TAX	8,198.27
l&i L&I - SELF INSURED	5,750.42
leoff2 LEOFF 2 RETIREMENT	2,729.64
pers1 PERS 1 RETIREMENT	683.26
unemp UNEMPLOYMENT	569.53
leofcu LEOFF RETIREMENT CATCH UP	145.05
Totals:	396,487.69

Grand Total Gross Earnings:	607,313.69	18,574.30
Grand Total Deductions:	203,392.29	
Grand Total Net:	403,921.40	

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Roads

Page: 1

Fund Worked : 10101
Emps : 64

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		118,162.02	3,868.00	o15r	OVERTIME X 1.5 - ROADS DEPT		14,260.17	344.00
v	VACATION		8,625.33	255.00	s	SICK		3,748.22	121.50
fh	FLOATING HOLIDAY		2,097.14	72.00	covid	covid SICK		1,433.88	40.00
cu	COMP USED		1,205.71	40.25	phns	PHONE STIPEND		590.00	
cpr	COMP TIME PAID - PW ROADS		267.70	9.75	vp	VACATION PAYOFF		174.04	6.86
spt	SICK PAYOFF - TERMINATION 10%		17.40	6.86	c15r	COMP EARNED X 1.5 ROADS		-8,027.29	-194.00
					Totals:			142,554.32	4,570.22

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	11,563.77
socsec	SOCIAL SECURITY	8,448.58
icm457	ICMA DEFERRED COMP	2,919.58
udteam	UNION DUES - TEAMSTERS	1,674.52
h457	MASSMUTUAL 457	725.34
c13gar	CHAPTER 13 GARNISHMENT	538.00
n457	NATIONWIDE 457	250.00
aflpre	AFLAC PRE TAX	205.41
udtint	TEAMSTERS INIT FEE or ADJ	150.00
aflaft	AFLAC POST TAX	73.48
colpre	COLONIAL LIFE INS. PRE TAX	31.99
garnfe	GARNISHMENT FEE	0.50

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	8,535.99
medpre	HEALTH INSURANCE PRE TAX	6,726.67
medtx	MEDICARE TAX	1,975.92
401a	401A DEFERRED COMPENSATION	1,657.81
fmlatx	WA Paid Family & Medical Leave	629.27
pers3	PERS 3 RETIREMENT	411.45
l&i	L&I - SELF INSURED	218.90
udmp	UNION DUES - 1619 MP	158.88
hr125	HEALTH REIMBURSEMENT	79.88
uw	UNITED WAY	39.14
perscu	PERS RETIREMENT CATCH UP	2.30
Totals:		47,017.38

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	68,435.81
socsec	SOCIAL SECURITY	8,409.75
401a	401A DEFERRED COMPENSATION	2,470.76
pers3	PERS 3 RETIREMENT	841.76
vebahr	HRA VEBA	175.00
perscu	PERS RETIREMENT CATCH UP	4.06

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	13,690.00
l&i	L&I - SELF INSURED	3,088.37
medtx	MEDICARE TAX	1,966.85
fmlatx	WA Paid Family & Medical Leave	229.03
unemp	UNEMPLOYMENT	141.83
Totals:		99,453.22

Gross Earnings by Fund: 142,554.32 4,570.22
Total Fund Deductions: 47,017.38
Fund Net: 95,536.94

Page: 1

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Page: 2

Fund Worked : 10135
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,795.80	57.50	v	VACATION		845.08	17.00
s	SICK		497.10	10.00					
					Totals:			4,137.98	84.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		366.90	pers2	PERS 2 RETIREMENT		263.05		
socsec	SOCIAL SECURITY		251.45	401a	401A DEFERRED COMPENSATION		198.84		
medpre	HEALTH INSURANCE PRE TAX		80.10	medtx	MEDICARE TAX		58.80		
udmp	UNION DUES - 1619 MP		31.64	fmlatx	WA Paid Family & Medical Leave		18.18		
l&i	L&I - SELF INSURED		4.34	icm457	ICMA DEFERRED COMP		3.18		
aflpre	AFLAC PRE TAX		2.27	uw	UNITED WAY		2.05		
				Totals:			1,280.80		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,346.47	pers2	PERS 2 RETIREMENT		424.14		
socsec	SOCIAL SECURITY		251.45	401a	401A DEFERRED COMPENSATION		82.76		
medtx	MEDICARE TAX		58.80	l&i	L&I - SELF INSURED		45.63		
vebahr	HRA VEBA		25.00	fmlatx	WA Paid Family & Medical Leave		6.65		
unemp	UNEMPLOYMENT		4.14						
				Totals:			2,245.04		
				Gross Earnings by Fund:			4,137.98		84.50
				Total Fund Deductions:			1,280.80		
				Fund Net:			2,857.18		

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Page: 3

Fund Worked : 40201
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		985.95	23.25					
					Totals:			985.95	23.25
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		77.98	socsec	SOCIAL SECURITY		59.21		
pers3	PERS 3 RETIREMENT		43.08	icm457	ICMA DEFERRED COMP		28.15		
hr125	HEALTH REIMBURSEMENT		20.12	medtx	MEDICARE TAX		13.85		
medpre	HEALTH INSURANCE PRE TAX		9.07	pers2	PERS 2 RETIREMENT		7.31		
udmp	UNION DUES - 1619 MP		7.17	uw	UNITED WAY		6.51		
fmlatx	WA Paid Family & Medical Leave		4.33	aflpre	AFLAC PRE TAX		1.64		
l&i	L&I - SELF INSURED		0.98						
				Totals:			279.40		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		312.42	pers3	PERS 3 RETIREMENT		89.13		
socsec	SOCIAL SECURITY		59.21	401a	401A DEFERRED COMPENSATION		19.72		
medtx	MEDICARE TAX		13.85	pers2	PERS 2 RETIREMENT		11.93		
l&i	L&I - SELF INSURED		9.60	fmlatx	WA Paid Family & Medical Leave		1.59		
unemp	UNEMPLOYMENT		0.99						
				Totals:			518.44		
				Gross Earnings by Fund:			985.95		23.25
				Total Fund Deductions:			279.40		
				Fund Net:			706.55		

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Page: 4

Fund Worked : 41401
Emps : 6

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		6,801.30	207.00	v	VACATION		302.10	8.00
o15r	OVERTIME X 1.5 - ROADS DEPT		198.24	3.50	phns	PHONE STIPEND		40.00	
					Totals:			7,341.64	218.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		516.74	pers2	PERS 2 RETIREMENT		460.68		
socsec	SOCIAL SECURITY		431.08	medpre	HEALTH INSURANCE PRE TAX		383.01		
medtx	MEDICARE TAX		100.82	udteam	UNION DUES - TEAMSTERS		88.71		
icm457	ICMA DEFERRED COMP		68.16	401a	401A DEFERRED COMPENSATION		45.49		
fmlatx	WA Paid Family & Medical Leave		32.25	l&i	L&I - SELF INSURED		10.73		
aflpre	AFLAC PRE TAX		5.49	uw	UNITED WAY		4.33		
udmp	UNION DUES - 1619 MP		3.25	pers3	PERS 3 RETIREMENT		2.55		
colpre	COLONIAL LIFE INS. PRE TAX		0.27	Totals:			2,153.56		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		3,097.77	pers2	PERS 2 RETIREMENT		743.17		
socsec	SOCIAL SECURITY		431.08	l&i	L&I - SELF INSURED		158.16		
medtx	MEDICARE TAX		100.82	401a	401A DEFERRED COMPENSATION		88.10		
fmlatx	WA Paid Family & Medical Leave		11.81	unemp	UNEMPLOYMENT		7.31		
pers3	PERS 3 RETIREMENT		5.24	Totals:			4,643.46		
				Gross Earnings by Fund:			7,341.64		218.50
				Total Fund Deductions:			2,153.56		
				Fund Net:			5,188.08		

Page: 4

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Page: 5

Fund Worked : 42401
Emps : 6

Earnings Code & Description	Amount	Hours
r REGULAR	1,406.30	38.50

Totals:	1,406.30	38.50
---------	----------	-------

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	126.31
socsec SOCIAL SECURITY	83.68
401a 401A DEFERRED COMPENSATION	26.66
udteam UNION DUES - TEAMSTERS	15.73
h457 MASSMUTUAL 457	9.36
aflpre AFLAC PRE TAX	4.04
udmp UNION DUES - 1619 MP	2.74
aflaft AFLAC POST TAX	1.06

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	89.05
medpre HEALTH INSURANCE PRE TAX	52.65
medtx MEDICARE TAX	19.57
icm457 ICMA DEFERRED COMP	10.66
fmlatx WA Paid Family & Medical Leave	6.20
uw UNITED WAY	3.64
l&i L&I - SELF INSURED	1.83

Totals:	453.18
---------	--------

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	595.88
socsec SOCIAL SECURITY	83.68
l&i L&I - SELF INSURED	20.85
fmlatx WA Paid Family & Medical Leave	2.27

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	144.15
401a 401A DEFERRED COMPENSATION	28.13
medtx MEDICARE TAX	19.57
unemp UNEMPLOYMENT	1.41

Totals:	895.94
---------	--------

Gross Earnings by Fund:	1,406.30	38.50
-------------------------	----------	-------

Total Fund Deductions:	453.18
------------------------	--------

Fund Net:	953.12
-----------	--------

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Page: 6

Fund Worked : 50301
Emps : 11

Earnings Code & Description		Amount	Hours
r	REGULAR	15,545.93	506.00
s	SICK	1,052.84	40.00
tlss	TOOL STIPEND	150.00	
o15r	OVERTIME X 1.5 - ROADS DEPT	69.04	1.50
spt	SICK PAYOFF - TERMINATION 10%	21.06	8.00

Earnings Code & Description		Amount	Hours
v	VACATION	1,714.64	57.75
vp	VACATION PAYOFF	927.82	35.25
phns	PHONE STIPEND	100.00	
fh	FLOATING HOLIDAY	60.02	2.00
Totals:		19,641.35	650.50

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,243.80
fedtx	FEDERAL WITHHOLDING TAX	1,067.73
medtx	MEDICARE TAX	256.15
udteam	UNION DUES - TEAMSTERS	141.04
401a	401A DEFERRED COMPENSATION	112.59
fmlatx	WA Paid Family & Medical Leave	83.29
udmp	UNION DUES - 1619 MP	37.12
colpre	COLONIAL LIFE INS. PRE TAX	11.30
garnfe	GARNISHMENT FEE	0.50

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	1,095.23
pers2	PERS 2 RETIREMENT	984.41
icm457	ICMA DEFERRED COMP	232.71
pers3	PERS 3 RETIREMENT	116.03
dshs	DSHS CHILD SUPPORT	102.00
aflpre	AFLAC PRE TAX	39.55
l&i	L&I - SELF INSURED	25.46
uw	UNITED WAY	9.33
Totals:		5,558.24

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	9,286.65
socsec	SOCIAL SECURITY	1,134.06
medtx	MEDICARE TAX	265.22
pers3	PERS 3 RETIREMENT	238.73
unemp	UNEMPLOYMENT	18.48

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,651.64
401a	401A DEFERRED COMPENSATION	289.88
l&i	L&I - SELF INSURED	248.38
fmlatx	WA Paid Family & Medical Leave	31.57
Totals:		13,164.61

Gross Earnings by Fund:	19,641.35	650.50
Total Fund Deductions:	5,558.24	
Fund Net:	14,083.11	

Fund Worked : - Totals -
Emps : 67

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		145,697.30	4,700.25	o15r	OVERTIME X 1.5 - ROADS DEPT		14,527.45	349.00
v	VACATION		11,487.15	337.75	s	SICK		5,298.16	171.50
fh	FLOATING HOLIDAY		2,157.16	74.00	covid	covid SICK		1,433.88	40.00
cu	COMP USED		1,205.71	40.25	vp	VACATION PAYOFF		1,101.86	42.11
phns	PHONE STIPEND		730.00		cpr	COMP TIME PAID - PW ROADS		267.70	9.75
tlss	TOOL STIPEND		150.00		spt	SICK PAYOFF - TERMINATION 10%		38.46	14.86
c15r	COMP EARNED X 1.5 ROADS		-8,027.29	-194.00					
					Totals:				
								176,067.54	5,585.47

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		13,719.43	socsec	SOCIAL SECURITY		10,369.23
pers2	PERS 2 RETIREMENT		10,340.49	medpre	HEALTH INSURANCE PRE TAX		8,495.30
icm457	ICMA DEFERRED COMP		3,262.44	medtx	MEDICARE TAX		2,425.11
401a	401A DEFERRED COMPENSATION		2,041.39	udteam	UNION DUES - TEAMSTERS		1,920.00
fmlatx	WA Paid Family & Medical Leave		773.52	h457	MASSMUTUAL 457		734.70
pers3	PERS 3 RETIREMENT		573.11	c13gar	CHAPTER 13 GARNISHMENT		538.00
l&i	L&I - SELF INSURED		262.24	aflpre	AFLAC PRE TAX		258.40
n457	NATIONWIDE 457		250.00	udmp	UNION DUES - 1619 MP		240.80
udtint	TEAMSTERS INIT FEE or ADJ		150.00	dshs	DSHS CHILD SUPPORT		102.00
hr125	HEALTH REIMBURSEMENT		100.00	aflaft	AFLAC POST TAX		74.54
uw	UNITED WAY		65.00	colpre	COLONIAL LIFE INS. PRE TAX		43.56
perscu	PERS RETIREMENT CATCH UP		2.30	garnfe	GARNISHMENT FEE		1.00
				Totals:			
							56,742.56

Benefit Code and Description			Amount	Benefit Code and Description			Amount
medpre	HEALTH INSURANCE PRE TAX		83,075.00	pers2	PERS 2 RETIREMENT		16,665.03
socsec	SOCIAL SECURITY		10,369.23	l&i	L&I - SELF INSURED		3,570.99
401a	401A DEFERRED COMPENSATION		2,979.35	medtx	MEDICARE TAX		2,425.11
pers3	PERS 3 RETIREMENT		1,174.86	fmlatx	WA Paid Family & Medical Leave		282.92
vebahr	HRA VEBE		200.00	unemp	UNEMPLOYMENT		174.16
perscu	PERS RETIREMENT CATCH UP		4.06				
				Totals:			
							120,920.71

pyLDFnd
08/02/2022 2:52:20PM
Check Date: 08/10/2022

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/16/2022 to 07/31/2022-1 Cycle s

Fund Worked : - Totals -
Emps : 67

Grand Total Gross Earnings:	176,067.54	5,585.47
Grand Total Deductions:	56,742.56	
Grand Total Net:	119,324.98	



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of August 8 – 12, 2022

1C
8/16/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, August 8, 2022. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill.

Items of discussion per the agenda published August 4 were:

- Calendar/Correspondence
- Letter of Support for Broadband – National Telecommunications and Information Administration NTIA
- Pre-application questionnaire Washington State Parks and Recreation for No Child Left Inside #1 Grant
- Pre-application questionnaire Washington State Parks and Recreation for No Child Left Inside #2 Grant
- Pre-application questionnaire Washington State Parks and Recreation for No Child Left Inside #3 Grant
- Pre-application questionnaire Washington State Parks and Recreation for Outdoor Learning Grant
- Pre-application questionnaire Washington State Parks and Recreation for Boating Facilities Grant
- Pre-application questionnaire with NOAA for Federal Fish Passage Grant
- Discussion and request to move forward on Housing Solutions and Grant Coordinator recruitment
- Notice the Preliminary 2023 Clallam County Budget will be available September 6, 2022
- Emergency Resolution authorizing contract services to provide Courthouse security
- Agreement with Norpoint Protective Services to provide Courthouse security
- Agreement with Washington State Military Department for Operation Stonegarden
- Promulgation of Comprehensive Emergency Management Plan CEMP

Meeting concluded at 11:04 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, August 9, 2022. Also present were Commissioners Johnson and Peach and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Postponed:

- 2e Emergency Resolution authorizing contract services to provide Courthouse security
- 3b Agreement with Norpoint Protective Services to provide Courthouse security

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

PUBLIC COMMENT

- xx

CONSENT AGENDA

- 1a Approval of vouchers for the week of August 1
- 1b Approval of minutes for the week of August 1
- 1c Letter of support for Wild Salmon Center's Olympic Peninsula Coldwater Connection Campaign Funding

ACTION TAKEN: CRJm to adopt the consent agenda, CBPs, mc

REPORTS AND PRESENTATIONS

- CBP commented on Quileute Tribal School Grand Opening, Joyce Daze Wild Blackberry Festival
- CRJ commented on Surfrider event, Housing Solutions Committee Meeting
- CMO comment on Natural Disaster Resilience Report, Sequim Prairie Nights Car Show

ADMINISTRATION

- 2a Resolution appointing Megan Bekkevar to the Fair Advisory Board

ACTION TAKEN: CRJm to adopt, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of August 8 - 12, 2022

Page 2

2b Resolution appointing Laura Kasperski to the Port Crescent Pioneer Cemetery Advisory Board

ACTION TAKEN: CRJm to adopt, CBPs, mc

2c Resolution appointing Ann Soule to the Marine Resources Committee

ACTION TAKEN: CRJm to adopt, CBPs, mc

2d Resolution authorizing Don Crawford to sign closing documents for the property located at Cline Spit Road, Sequim

ACTION TAKEN: CRJm to adopt, CBPs, mc

2e Postponed: Emergency Resolution authorizing contract services to provide Courthouse security

ACTION TAKEN: Postponed

CONTRACTS AND AGREEMENTS

3a Agreement amendment 1 with Washington State Administrative Office of the courts for Blake decision

ACTION TAKEN: CRJm to approve, CBPs, mc

3b Postponed: Agreement with Norpoint Protective Services to provide Courthouse security

ACTION TAKEN: Postponed

PUBLIC WORKS

4a Resolution for vacation of County Right of Way a portion of Lincoln Avenue

ACTION TAKEN: CRJm to adopt, CBPs, mc

Meeting concluded at 10:17 a.m. and continued to 9 a.m., Monday, August 15, 2022.

There are no Zoom chat logs for the week of August 8.

The Board of Commissioners attended a WSAC Virtual update, KONP Radio Show and KSQM Radio Show during the week of August 8.

PASSED AND ADOPTED this 16th day of August 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CBP Commissioner Bill Peach

m	moved
mc	motion carried
s	seconded



AGENDA ITEM SUMMARY

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

ld
8/16/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8-8-22**

REGULAR AGENDA ☒ **Meeting Date: 8-16-22**

Item summary:

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

Executive summary:

Clallam County PUD No. 1 (CCPUD1) is applying for a National Telecommunications and Information Administration (NTIA) federal grant to fund the building of middle mile infrastructure for broadband from Airport Rd. in Port Angeles to Forks, WA. CCPUD1 respectfully ask for a statement of support in the form of a Letter of Support for our Broadband Backbone Construction Project, led by Broadband Supervisor Shawn Delplain, which we plan to submit along with their grant application on September 9, 2022.

As Clallam County's electric provider and with a customer base of 27,000, we are aware of the unserved and underserved communities in terms of broadband within our service area. We are committed to leveraging our knowledge, expertise, and existing infrastructure to help address these needs in the way that we can – by building out the backbone for broadband and for CCPUD1. Constructing the backbone to reach these areas will make it possible for our local ISPs to expand broadband within the communities of Forks, Joyce, and Beaver.

CCPUD1 is enthusiastic about this program and eager to launch it in order to assist our communities. We are aggressively applying for this middle mile grant. As a key member of the Clallam community your letter of support will help ensure that our grant application is competitive and well received.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
CCPUD1 is requesting letter of support for a National Telecommunications and Information Administration (NTIA) federal grant.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Clallam County PUD

Relevant Departments: Board of Commissioners

Date submitted: 8-1-22

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

Clallam County PUD No. 1 Letter of Support Broadband

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

Revised: 3-04-2019

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



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

August 16, 2022

Sean Worthington, General Manager
PUD #1 of Clallam County
PO Box 1000
Carlsborg, WA 98324

Re: Broadband – National Telecommunications and Information Administration (NTIA)

Dear Mr. Worthington,

The Clallam County Board of Commissioners fully support(s) PUD #1 of Clallam County's federal grant application for a middle-mile infrastructure project from the National Telecommunications and Information Administration (NTIA).

The COVID-19 pandemic has exponentially increased the need and priority for broadband and in our county. With unknown challenges ahead in reopening schools, maintaining businesses and keeping our economy afloat, Broadband access is important for:

- Enabling students to access distance learning platforms and complete/submit homework assignments online without driving miles to connect to network hot spots;
- Providing the means for hospitals and healthcare centers to migrate some of their healthcare services to telemedicine platforms;
- Assisting rural governments, organizations, and individuals to more readily collaborate on and advance regional projects;
- Enabling employees to work remotely from home and encouraging the development of local and home-based online businesses;
- Drawing businesses and investors to their communities who otherwise would not consider them.

Broadband infrastructure is prohibitively expensive, especially in rural Clallam County. We encourage the National Telecommunications and Information Administration (NTIA) to approve the Clallam PUD application request.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

1e
8/16/22

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: August 15, 2022**

REGULAR AGENDA ☒ **Meeting Date: August 16, 2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

As part of our energy resilient planning efforts, the Emergency Management Division of the Sheriff's Office has been collaborating with many stakeholders in our community. One of these stakeholders, Pacific Northwest National Laboratory is seeking funding from the Department of Energy for a project entitled "Marine Renewable Microgrids for Remote Coastal Communities." We request that the BOCC provide a Letter of Support with respect to PNNL's grant application. Because PNNL's application is due August 22nd, we further request that the Letter of Support be signed on August 16th at the Regular BOCC Board Meeting.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: BOCC sign the Letter of Support.

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

Name of Employee/Stakeholder attending meeting: Undersheriff Ron Cameron

Relevant Departments: Sheriff's Office

Date submitted: 08/10/22

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

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



Board of Clallam County Commissioners

223 East 4th Street, Suite 4

Port Angeles, WA 98362-3015

360.417.2233 Fax: 360.417.2493

Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair

RANDY JOHNSON, District 2

BILL PEACH, District 3

RICH SILL, County Administrator

File: Marine Energy DOE FY22 Lab Call, Letter of Support for PNNL/Marine Renewable Microgrids for Remote Coastal Communities

16 August 2022

LETTER OF SUPPORT FOR PACIFIC NORTHWEST NATIONAL LABORATORY CONCERNING MARINE MICROGRIDS FOR REMOTE COASTAL COMMUNITIES DOE FY22 LAB CALL

U.S. Department of Energy
Water Power Technologies Office
1000 Independence Avenue, SW
Washington DC, 20585

Dear WPTO Officer,

Clallam County is a coastal, mostly rural community within the Olympic Peninsula subject to weather-driven power outages and the risk of many natural hazards endemic to our geography (landslides, flooding, wildfires, tsunamis, and Cascadia subduction earthquakes). Energy resilience is of course an important priority for our region. As we work toward meeting community goals around energy resilience, de-carbonization and economic development within the Olympic Peninsula we are interested in exploring all viable opportunities for using our local resources to help meet our energy needs. Through collaboration with the North Olympic Development Council (NODC) and in concert with our on-going regional energy planning activities, we are pleased to support the current proposal led by Pacific Northwest National Laboratory (PNNL) entitled "*Marine Renewable Microgrids for Remote Coastal Communities*" in response to the Marine Energy FY22 Lab Call.

We look forward to collaborating with PNNL, NODC and the Department of Energy in evaluating ecologically sound opportunities for sustainable marine energy to contribute to our community's energy, resilience and economic development goals.

We hope you look upon PNNL's application favorably.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

2a
8/16/22

Department: Sheriff

WORK SESSION ☒ Meeting Date: 08/08/2022

REGULAR AGENDA ☒ Meeting Date: 08/16/2022

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-22-01 |
| ☐ Resolution | ☐ Proclamation |
| ☐ Draft Ordinance | ☐ Budget Item |
| | ☐ Final Ordinance |
| | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Office is awarded the FFY 2021 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG) funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders. This funding amount of \$97,500 for the period 09/01/2021 – 03/31/2024 is shared among local and state agencies as follows:

Clallam County Sheriff's Office - \$54,943
Port Angeles Police Department - \$25,923
Sequim Police Department - \$9,364
WA Dept of Fish & Wildlife - \$7,270

The funding is primarily used to fund operational overtime (\$77,064.60), with other funding for boat fuel, vehicle mileage, indirect costs, and Grant Coordinator salary/benefits.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☒

This grant award will not be utilized this calendar year. The expenditures and revenues associated with this award have been accounted for in the 2023 budget planning for the OPSG fund.

Recommended action:

Agreement approval by the Board and signature by the Chair.

Authorize approval of future Amendments to the Agreement by the Administrator as allowed under County Policy 560.5(b). The Administrator's name and title is added to the State's Signature Authorization Form as an authorized person to sign contracts/contract amendments.

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz and Alice Hoffman

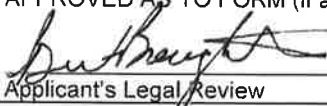
Relevant Departments: Sheriff's Office

Date submitted: 08/03/2022

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

Agenda Item Summary
Revised: 3-04-2019

Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office 223 East 4th Street, Suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Amount: \$97,500	3. Grant Agreement Number: E23-049
4. Subrecipient Contact, phone/email: Alice Hoffman, (360) 417-2257 ahoffman@co.clallam.wa.us		5. Grant Agreement Start Date: September 1, 2021	6. Grant Agreement End Date: March 31, 2024
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 Deborah.henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): JV6JJNELRBS5	9. UBI # (state revenue): 054-004-559
10. Funding Authority: Washington State Military Department (the Department) and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Identification #: EMW-2021-SS-00083-S01	12. Federal Award Date: 9/2/2021	13. Assistance Listings # (formerly CFDA) # & Title: 97.067 - 21HSGP (OPSG)	
14. Total Federal Award Amount: \$14,284,938.00	15. Program Index # & OBJ/SUB-OBJ: 713GA, 713GB, 713GF, 713GZ / NZ		16. EIN 91-6001298
17. Service Districts: BY LEGISLATIVE DISTRICTS: 39, 40, 42 BY CONGRESSIONAL DISTRICTS: 2		18. Service Area by County(ies): Clallam	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____		21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO		23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER	
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2021 Homeland Security Grant Program (21HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 21HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 21HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 21HSGP DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.			
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachment D); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:			
1. Applicable federal and state statutes and regulations		4. Special Terms and Conditions	
2. DHS/FEMA Award and program documents		5. General Terms and Conditions, and,	
3. Work Plan, Timeline, and Budget		6. Other provisions of the Agreement incorporated by reference.	
WHEREAS, the parties have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Mark Ozias, Chair Clallam County BOCC	
BOILERPLATE APPROVED TO FORM: David B. Merchant, Assistant Attorney General (9/7/2021)		APPROVED AS TO FORM (if applicable):  Applicant's Legal Review	
		7/29/2022 Date	

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Alice Hoffman	Name	Deborah Henderson
Title	Chief Civil Deputy	Title	Program Coordinator
Email	alice.hoffman@clallamcountywa.gov	Email	deborah.henderson@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7470
Name	Elizabeth Waknitz	Name	Zoie Choate
Title	Administrative Specialist	Title	Program Manager
Email	elizabeth.waknitz@clallamcountywa.gov	Email	zoie.choate@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7461
Name	Ron Cameron	Name	Courtney Bemus
Title	Undersheriff	Title	Program Assistant
Email	ron.cameron@clallamcountywa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-417-2459	Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2021 Homeland Security Grant Program" (hereafter "the NOFO") document, the FEMA Preparedness Grants Manual document, Version 2, published February 2021 (hereafter "the Manual"), the DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for Grant No. EMW-2021-SS-00083-S01 in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
- i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimus rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).
- Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3), activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- d. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.

4. EQUIPMENT AND SUPPLY MANAGEMENT

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

-
- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN);
 - D. Assistance Listings Number (formerly CFDA number);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:

- 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

- i. ~~Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);~~
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
 - h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions, Attachment B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

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

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

9. NIMS COMPLIANCE

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

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include 21HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least twenty-five percent (25%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, an amendment is required. Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in

intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 21HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2021-SS-00083-S01, which are incorporated in and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

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

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**21HSGP Award Documents
EMW-2021-SS-00083-S01****Award Letter**

U.S. Department of Homeland Security
Washington, D.C. 20472



Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No EMW-2021-SS-00083

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Homeland Security Grant Program has been approved in the amount of \$14,284,938.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

Agreement Articles

Wed Sep 01 00:00:00 GMT 2021

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
EMW-2021-SS-00083-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Funding Hold: SHSP National Priorities
Article III	Operation Stonegarden Program Hold
Article IV	Operation Stonegarden Program Performance Goal
Article V	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article VI	Universal Identifier and System of Award Management
Article VII	Americans with Disabilities Act of 1990
Article VIII	SAFECOM
Article IX	Rehabilitation Act of 1973
Article X	National Environmental Policy Act
Article XI	Acknowledgement of Federal Funding from DHS
Article XII	USA PATRIOT Act of 2001
Article XIII	Age Discrimination Act of 1975
Article XIV	Civil Rights Act of 1964 - Title VI

Article XV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XVI	Notice of Funding Opportunity Requirements
Article XVII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XVIII	Acceptance of Post Award Changes
Article XIX	Non-Supplanting Requirement
Article XX	Drug-Free Workplace Regulations
Article XXI	Federal Leadership on Reducing Text Messaging while Driving
Article XXII	Environmental Planning and Historic Preservation (EHP) Review
Article XXIII	DHS Specific Acknowledgements and Assurances
Article XXIV	Best Practices for Collection and Use of Personally Identifiable Information
Article XXV	Civil Rights Act of 1968
Article XXVI	Debarment and Suspension
Article XXVII	Activities Conducted Abroad
Article XXVIII	Energy Policy and Conservation Act
Article XXIX	Procurement of Recovered Materials
Article XXX	Homeland Security Grant Program Performance Goal
Article XXXI	Terrorist Financing
Article XXXII	Prior Approval for Modification of Approved Budget
Article XXXIII	Hotel and Motel Fire Safety Act of 1990
Article XXXIV	Duplication of Benefits
Article XXXV	Fly America Act of 1974
Article XXXVI	Reporting of Matters Related to Recipient Integrity and Performance

Article XXXVII	Lobbying Prohibitions
Article XXXVIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIX	Federal Debt Status
Article XL	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XLI	Disposition of Equipment Acquired Under the Federal Award
Article XLII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XLIII	Copyright
Article XLIV	Reporting Subawards and Executive Compensation
Article XLV	Use of DHS Seal, Logo and Flags
Article XLVI	Whistleblower Protection Act
Article XLVII	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XLVIII	Patents and Intellectual Property Rights

Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$353,303 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2021 Biannual Strategy Implementation Report (BSIR).

Cybersecurity \$162,500

Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500

King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000

King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000

Emerging Threats, \$190,803

WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803

Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000

Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article III - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article IV - Operation Stonegarden Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article V - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article VI - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article IX - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in

the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article X - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XVI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements

contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XXIV - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXX - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article XXXI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXXIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XLI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XLII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XLIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XLIV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XLV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLVI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XLVIII - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

BUDGET COST CATEGORIES

Personnel	\$565,994.00
Fringe Benefits	\$210,405.00
Travel	\$17,768.00
Equipment	\$0.00
Supplies	\$24,080.00
Contractual	\$13,353,696.00
Construction	\$0.00
Indirect Charges	\$112,995.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2021-SS-00083-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04670N2021T , WX04671N2021T , WX04674N2021T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/01/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2024 Budget Period 09/01/2021 08/31/2024	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2021-FA-GG01-P410- -4101-D	\$0.00	\$6,428,138.00	\$6,428,138.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GH01-P410- -4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GG02-P410- -4101-D	\$0.00	\$1,606,800.00	\$1,606,800.00	See Totals
				\$0.00	\$14,284,938.00	\$14,284,938.00
						\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cram,DATE
Wed Sep 22 16:48:36 GMT
2021

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Thu Sep 02 14:12:56 GMT
2021

A handwritten signature in cursive script, appearing to read "Shenuaz Wong".

SHENAUZ SUBRINA WONG, Assistance Officer

WORK PLAN

**FFY21 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Per the FY21 Preparedness Grants Manual, responsibilities of the Subrecipient include:

- Conduct operations on an as-needed basis throughout the length of the grant performance period;
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
- Ensure all required reports, including reports from friendly forces, are submitted to Border Patrol and the State Administrative Agency (SAA), when applicable, in the proper format and within established timeframes;
- Ensure applicable OPSG derived data and applicable intelligence is shared with the designated fusion center in the state or high-risk urban areas;
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures; and
- Assist as required with the coordination, management, and operational aspects of the grant.

BUDGET

The Budget consists of the 21OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

Budget Categories	Original
Operational OT	\$61,210.03
Fringe	\$15,855.16
Equipment	\$0.00
Fuel	\$2,599.98
Maintenance	\$0.00
Mileage	\$9,399.43
Travel	\$0.00
M&A (Subrecipient)	\$4,875.00
Indirect Costs	\$3,560.40
TOTAL	\$97,500.00

- Expenditures in excess of the approved Personnel Cap Waiver amount will not be reimbursed until a FRAGO and a revised waiver letter is received by FEMA.
- A current approved Indirect Cost Rate Agreement must be provided to the SAA prior to requesting reimbursement of indirect costs. If the approved Indirect Cost Rate Agreement is updated, the updated Agreement must be submitted to the SAA before costs will be reimbursed.
- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.
- All budget modifications require an approved FRAGO before any funds can be obligated. In addition to the approved FRAGO, cumulative transfers between budget categories more than 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department which includes a budget amendment.



FEMA

June 9, 2022

Mr. Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive Building 1
Camp Murray, Washington 98430-5122

Dear Adjutant General Daugherty:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines, policies, and special conditions associated with this program, the below referenced Operations Order is *conditionally approved with additional requirements* (see specific requirements below):

Operations Order No: 22-BLWBLW-10-009 V0

Fiscal Year: 2021

Amount Approved: \$100,000

Operations Order Dates: 9/1/2021 – 8/31/2024

Recipient: Clallam County, WA

Pending approval to utilize \$3,560.40 for indirect cost, Clallam County is *Conditionally Approved* to proceed with all other aspects of this Operation Order.

The following actions must be taken: Clallam County Sheriff's Office and Washington State Department of Fish & Wildlife must provide a copy of an approved and valid indirect cost rate agreement with the cognizant Federal agency with an effective period that has not expired to charge indirect costs and a copy of the approved renewal rate must be submitted.

A subsequent approval letter will be issued for this Operations Order once the conditions stated above have been satisfactorily met.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

At this time, this specific budget is authorized. Amounts under this approval are as follows:

Category	Amount
Overtime:	\$61,210.03
Fringe:	\$15,855.16
Equipment:	\$0

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Fuel:	\$2,599.98
Maintenance:	\$0
Mileage:	\$9,399.43
Travel:	\$0
County M&A:	\$4,875.00
State M&A:	\$2,500.00
Indirect Cost	\$3,560.40
Total	\$100,000.00

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 802-2755.

Sincerely,

Lindsey Tomes
Preparedness Officer
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of \$100,000. This justification will be reviewed by CBP and FEMA.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE



FEMA

10/4/2021

Bret Daugherty
Adjutant General
Washington Military Department
MS: TA-20 Building 20
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency, Grant Programs Directorate has reviewed the request submitted by the Washington Military Department to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609) under the authority FEMA Information Bulletin No. 421b. The following counties/subrecipients have requested to expend up to 85% of their total FY 2021 Operation Stonegarden (OPSG) allocations, Award # EMW-2021-SS-00083, on operational overtime and related personnel costs:

County/Subrecipient	FY 2021 OPSG Allocation	85% PCAP Maximum
Adams	\$75,000	\$63,750
Clallam	\$100,000	\$85,000
Ferry	\$112,500	\$95,625
Island	\$100,000	\$85,000
Jamestown S'Klallam Tribe	\$80,000	\$68,000
Lower Elwha Tribe	\$75,000	\$63,750
Makah Tribe	\$75,000	\$63,750
Nooksack	\$99,000	\$84,150
Okanogan	\$100,000	\$85,000
Pend Oreille	\$150,000	\$127,500
Quileute Tribe	\$60,300	\$51,255
San Juan	\$100,000	\$85,000
Spokane	\$155,000	\$131,750
Stevens	\$150,000	\$127,500
Swinomish Tribe	\$75,000	\$63,750
Whatcom	\$100,000	\$85,000

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B). As a reminder, if any subrecipient's approved or initial revised budget exceed 85% in personnel costs, they are required to submit a waiver request as outlined in section III.C.3 of Information Bulletin No. 421b.

Please contact your Preparedness Officer, Lindsey Tomes, at Lindsey.Tomes@fema.dhs.gov if you have any questions.

Sincerely,



Stacey N. Street
Director
Office of Grants Administration

Cc: Vincent Maykovich, Acting Regional Administrator, FEMA Region X
Kerry L. Thomas, Director, Preparedness Grants Division
Patrick Marcham, Grants Division Director, FEMA Region X
Virginia Warren, Deputy Director, Preparedness Grants Division
Alexander R. Mrazik, Jr., Branch Chief, Preparedness Grants Division
Kimberley Marshall, Section Chief, Preparedness Grants Division
Lindsey Tomes, Preparedness Officer, Preparedness Grants Division

Clallam County Sheriff's Office 21OPSG Timeline

Date	Task
September 1, 2021	Grant Agreement Start Date
June 9, 2022	Operations Order approved by FEMA
April 1, 2023	Estimated date work will begin
NLT July 31, 2023	Submit Reimbursement Request
NLT October 31, 2023	Submit Reimbursement Request
NLT January 31, 2024	Submit Reimbursement Request
NLT February 24, 2024	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
March 31, 2024	Grant Agreement End Date. All work ceases.
NLT May 15, 2024	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2021 - August 31, 2024

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Clallam County Sheriff's Office		Doing business as (DBA) Same	
ADDRESS 223 E 4th Street, suite 12 Port Angeles, WA 98362	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 054-004-559	Federal Employer Tax Identification #: 91-6001298
This certification is submitted as part of a request to contract.			

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

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: Mark Ozias, Chair of the Board of Commissioners

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Clallam County Sheriff's Office	DATE SUBMITTED
PROJECT DESCRIPTION FFY 2021 Homeland Security Grant Program (Operation Stonegarden OPSG)	CONTRACT NUMBER E23-049

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Mark Ozias	Chair of the Board

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Mark Ozias	Chair of the Board
	Rich Sill	County Administrator

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Elizabeth Waknitz	Grant Coordinator
	Jackie Koon	Accountant



AGENDA ITEM SUMMARY

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

2b
8/16/22

Department: PUBLIC WORKS

WORK SESSION ☒ Meeting Date: 08/15/2022

REGULAR AGENDA ☒ Meeting Date: 08/16/2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 101-22-005

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a Local Agency Agreement and Project Prospectus in regards to the painting of the Solduc Bridge, which will enable WSDOT to authorize FHWA funds for the preliminary engineering phase of the project.

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

This item has been budgeted for in both the 6-Year TIP and Annual Construction Programs. It is a federally funded project.

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

Please review, approve and authorize the Chair to sign these Agreements and Prospectuses.

County Official signature & print name:  Joe Donisi

Name of Employee/Stakeholder attending meeting: Jason O'Dell

Relevant Departments: Public Works/Roads

Date submitted: 08/04/2022

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

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

22-243

LEGAL ACTION REQUEST

FOR PUBLIC WORKS DEPARTMENT PROSECUTING ATTORNEY

Public Works Department

Date: 08-03-2022

Prosecuting Attorney:

Legal action request or question you desire to be answered:

Review of the Local Agency Agreement package for funding of the preliminary engineering phase of the Solduc Bridge Painting and the Weel Bridge Painting projects.

Account Code: Solduc Bridge Painting, 698- 2201; Weel Bridge Painting, 698-2203

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

Submitted By:

Reviewed By *:

Jason O'Dell

Employee Name

Ext: 2434



Initials

8-3-22

Date

*Public Works Director or County Engineer

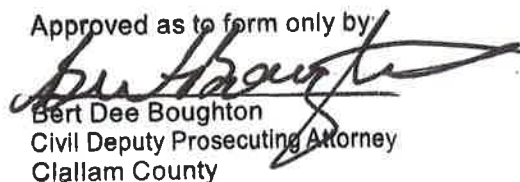
Legal Action Needed By: 08-10-2022 (for Wednesday get-on-the-BOCC agenda)

PROSECUTING ATTORNEY USE ONLY

Date Received

Date Opinion Rendered

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



**Washington State
Department of Transportation**

Agency Clallam County

Address 223 E. 4th Street, Suite 6
Port Angeles, WA 98362-3000

101-22-005

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Solduc Bridge Painting

Length 0.20

Termini Quillayute Road, M.P 6.45-6.65

Description of Work

Cleaning and preparation in accordance with SSPC specifications, repair of rusted areas and painting of the structure.

Project Agreement End Date 12-31-2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	420,000.00		420,000.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	420,000.00	0.00	420,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	420,000.00	0.00	420,000.00

Agency Official

By

Title Chair, Board of Clallam County Comm

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed



Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) 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 federal 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as 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.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - Method “A”** is used when the state administers the contract for the agency.
 - Method “B”** is also used when the state administers the contract for the agency.
 - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

Prefix		Route		()	
Federal Aid Project Number					
Local Agency Project Number		101-22-005		(WSDOT Use Only)	
Agency Clallam County		CA Agency ☒ Yes ☐ No		Federal Program Title ☒ 20.205 ☐ Other	
Project Title Solduc Bridge Painting		Start Latitude N 47-57-04.5 End Latitude N 47-57-05.4		Start Longitude W 124-28-10.4 End Longitude W 124-27-57.4	
Project Termini From-To Quillayute Road		Nearest City Name Forks		Project Zip Code (+4) 98331-9997	
Begin Mile Post 6.45	End Mile Post 6.65	Length of Project 0.2		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 05	County Name Clallam
WSDOT Region Olympic Region		Legislative District(s) 24		Congressional District(s) 6	
				Urban Area Number N/A	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	420,000	0	420,000	10/2022
R/W	0	0	0	N/A
Const.	2,370,000	0	2,370,000	12/2024
Total	2,790,000	0	2,790,000	

Description of Existing Facility (Existing Design and Present Condition)
Roadway Width
20'
Number of Lanes
2
1925 steel truss bridge, relocated in 1962. Approximately 12% of the paint has failed with an additional 18% that is distressed.

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
Cleaning and preparation in accordance with WSDOT Standard Specifications, repair of rusted areas and painting of the structure.

Local Agency Contact Person Jason O'Dell		Title Engineer		Phone 360-417-2434	
Mailing Address 223 E. 4th St., Ste. 6		City Port Angeles		State WA	Zip Code 98362-3000

Project Prospectus	By <u>Joe Domisi</u> Approving Authority	
	Title Acting County Engineer	
		Date 8-3-22

Agency Clallam County	Project Title Solduc Bridge Painting	Date 08-01-2022
--------------------------	---	--------------------

Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width no change
☐ New Construction	☐ Path / Trail	☒ 3-R	Number of Lanes no change
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R	
☐ Railroad	☐ Parking	☐ Other	
☒ Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban	☐ Principal Arterial
	☒ Rural	☐ Minor Arterial
	☐ NHS	☐ Collector
		☐ Major Collector
		☒ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	40	
Design Speed	N/A	
Existing ADT	437	
Design Year ADT	725	
Design Year	2037	
Design Hourly Volume (DHV)	N/A	

Performance of Work			
Preliminary Engineering Will Be Performed By Clallam County		Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor		Contract 100 %	Agency 0 %

Environmental Classification	
☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☒ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations This project is expected to have long-term environmental benefits with minimal short-term negative environmental impacts during the bridge work. The work to be performed falls under Category #9 "Bridge Maintenance" of the RRMP. Following the BMPs of the RRMP will avoid or minimize adverse impacts, while achieving conservation outcomes. Other agency permits will be acquired and adhered to as required.
--

Agency Clallam County	Project Title Solduc Bridge Painting	Date 08-01-2022
--------------------------	---	--------------------

Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
---	---

Utilities

☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract

Railroad

☐ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

N/A

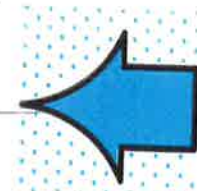
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

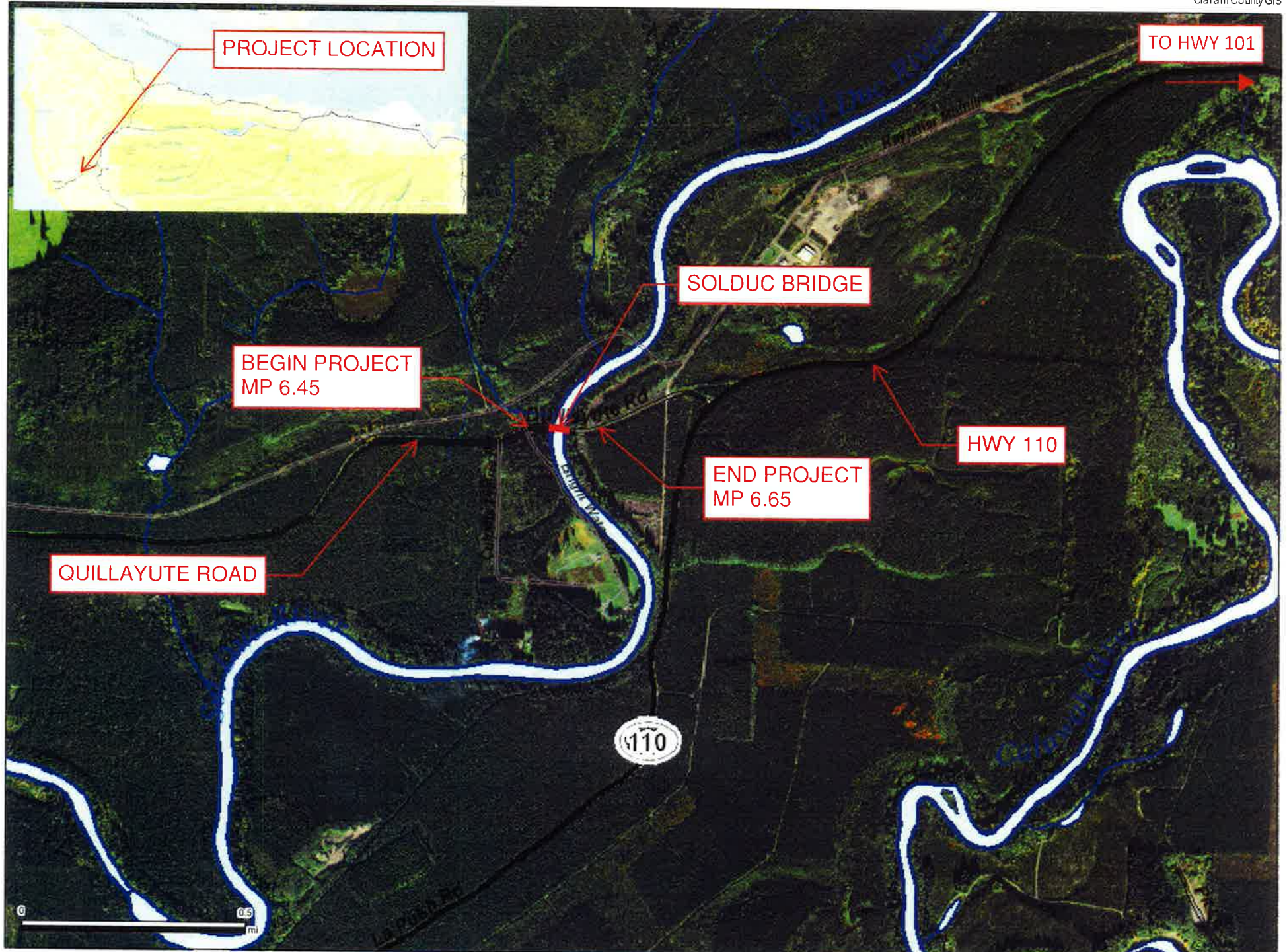
Agency Chair, Board of Clallam County Commisioners

Date

By

Mayor/Chairperson





Washington State S. T. I. P.

2022 to 2025

(Project Funds to Nearest Dollar)

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

August 1, 2022

County: Clallam

Agency: Clallam Co.

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
06			WA-13894	47	0.040	CE	No	6.47	6.52	2,790,000	

Sol Duc River Bridge Painting

Prep and paint a steel truss bridge.

Funding

Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2022		STP(BR)	363,300		0	56,700	420,000
CN	2024		STP(BR)	2,370,000		0	0	2,370,000
Project Totals				2,733,300		0	56,700	2,790,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	210,000	210,000	0	0	0
CN	0	0	2,370,000	0	0
Totals	210,000	210,000	2,370,000	0	0

Clallam County
08/01/2022

Solduc Bridge Painting
(HSIP) STIP ID: WA-13894

Documented Cost Estimate for PE Phase Only

Based on past projects of similar scope and size in Clallam County, the estimated Project Cost is \$2,790,000.

Per FHWA grant application, Preliminary Engineering is to be estimated as approximately 25% of total project cost. It is distributed amongst the following tasks;

Engineering	28%	\$117,600.00
Environmental	40%	\$168,000.00
Surveying	5%	\$21,000.00
State Assistance	2%	\$10,000.00
Construction Documents	25%	\$105,000.00
Total PE Phase		\$420,000.00



Washington State Department of Transportation

Agency Clallam County

Address 223 E. 4th Street, Suite 6
Port Angeles, WA 98362-3000

101-22-005

26

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

26 8/16/22
Document was submitted after the
agenda and packet were posted on
updated after
agenda was posted
8/16/22

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Solduc Bridge Painting

Length 0.20

Termini Quillayute Road, M.P 6.45-6.65

Description of Work

Cleaning and preparation in accordance with SSPC specifications, repair of rusted areas and painting of the structure.

Project Agreement End Date 12-31-2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	410,000.00		410,000.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services	10,000.00		10,000.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	420,000.00	0.00	420,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	420,000.00	0.00	420,000.00

Agency Official

By

Title Chair, Board of Clallam County Comm

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed



AGENDA ITEM SUMMARY

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

2C
8/16/22

Department: PUBLIC WORKS

WORK SESSION ☒ Meeting Date: 08/15/2022

REGULAR AGENDA ☒ Meeting Date: 08/16/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-22-006 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a Local Agency Agreement and Project Prospectus in regards to the painting of the Weel Bridge, which will enable WSDOT to authorize FHWA funds for the preliminary engineering phase of the project.

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

This item has been budgeted for in both the 6-Year TIP and Annual Construction Programs. It is a federally funded project.

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

Please review, approve and authorize the Chair to sign these Agreements and Prospectuses.

County Official signature & print name: Joseph Donisi Joe Donisi

Name of Employee/Stakeholder attending meeting: Jason O'Dell

Relevant Departments: Public Works/Roads

Date submitted: 08/04/2022

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

22-243

LEGAL ACTION REQUEST

FOR PUBLIC WORKS DEPARTMENT PROSECUTING ATTORNEY

Public Works Department

Date: 08-03-2022

Prosecuting Attorney:

Legal action request or question you desire to be answered:

Review of the Local Agency Agreement package for funding of the preliminary engineering phase of the Solduc Bridge Painting and the Weel Bridge Painting projects.

Account Code: Solduc Bridge Painting, 698- 2201; Weel Bridge Painting, 698-2203

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

Submitted By:

Reviewed By *:

Jason O'Dell

Employee Name

Ext: 2434



Initials

8-3-22

Date

*Public Works Director or County Engineer

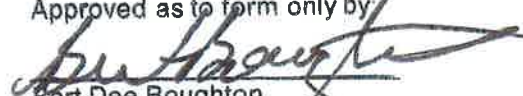
Legal Action Needed By: 08-10-2022 (for Wednesday get-on-the-BOCC agenda)

PROSECUTING ATTORNEY USE ONLY

Date Received

Date Opinion Rendered

Approved as to form only by:


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



**Washington State
Department of Transportation**

101-22006

Local Agency Agreement

Agency Clallam County

Address 223 E. 4th Street, Suite 6
Port Angeles, WA 98362-3000

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Weel Bridge Painting

Length 0.10

Termini Frontier Street, M.P 0.30-0.40

Description of Work

Cleaning and preparation in accordance with SSPC specifications, repair of rusted areas and painting of the structure.

Project Agreement End Date 12-31-2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	280,000.00		280,000.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	280,000.00	0.00	280,000.00

Agency Official

By

Title Chair, Board of Clallam County Commi

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed



Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) 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 federal 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as 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.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - Method “A”** is used when the state administers the contract for the agency.
 - Method “B”** is also used when the state administers the contract for the agency.
 - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	08/01/2022
Federal Aid Project Number			DUNS Number	075739235
Local Agency Project Number	101-22-006	(WSDOT Use Only)	Federal Employer Tax ID Number	916001298

Agency Clallam County	CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other
Project Title Weel Bridge Painting	Start Latitude N 47-14-57.5 End Latitude N 47-14-57.4	Start Longitude W 124-15-11.4 End Longitude W 124-15-03.9
Project Termini From-To Frontier Street	Nearest City Name Clallam Bay	Project Zip Code (+4) 98326-9800
Begin Mile Post 0.30	End Mile Post 0.40	Length of Project 0.1
Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad		
Route ID	Begin Mile Point	End Mile Point
	City Number	County Number 05
		County Name Clallam
WSDOT Region Olympic Region	Legislative District(s) 24	Congressional District(s) 6
		Urban Area Number N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	280,000	0	280,000	10/2022
R/W	0	0	0	N/A
Const.	1,580,000	0	1,580,000	12/2024
Total	1,860,000	0	1,860,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 15'	Number of Lanes 1
1969 steel girder bridge. Approximately 25% of the paint has failed with the remaining 75% distressed.	

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Cleaning and preparation in accordance with WSDOT Standard Specifications, repair of rusted areas and painting of the structure.

Local Agency Contact Person Jason O'Dell	Title Engineer	Phone 360-417-2434
Mailing Address 223 E. 4th St., Ste. 6	City Port Angeles	State WA
		Zip Code 98362-3000
Project Prospectus	By <u>Joe Domini</u> Approving Authority	
	Title Acting County Engineer	Date 8-3-22

Agency Clallam County	Project Title Weel Bridge Painting	Date 08/01/2022
--------------------------	---------------------------------------	--------------------

Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|--|--|---|
| ☐ New Construction | ☐ Path / Trail | ☒ 3-R |
| ☐ Reconstruction | ☐ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☐ Other |
| ☒ Bridge | | |

Roadway Width
no change

Number of Lanes
no change

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban	☐ Urban
	☒ Rural	☐ Rural
	☐ NHS	☐ NHS
	☐ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☐ Collector	☐ Collector
	☐ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☒ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	25	
Design Speed	N/A	
Existing ADT	19	
Design Year ADT	55	
Design Year	2037	
Design Hourly Volume (DHV)	N/A	

Performance of Work

Preliminary Engineering Will Be Performed By Clallam County	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☒ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

This project is expected to have long-term environmental benefits with minimal short-term negative environmental impacts during the bridge work. The work to be performed falls under Category #9 "Bridge Maintenance" of the RRMP. Following the BMPs of the RRMP will avoid or minimize adverse impacts, while achieving conservation outcomes. Other agency permits will be acquired and adhered to as required.

Agency Clallam County	Project Title Weel Bridge Painting	Date 08/01/2022
--------------------------	---------------------------------------	--------------------

Right of Way		
☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required

Utilities	Railroad
☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	☐ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project N/A

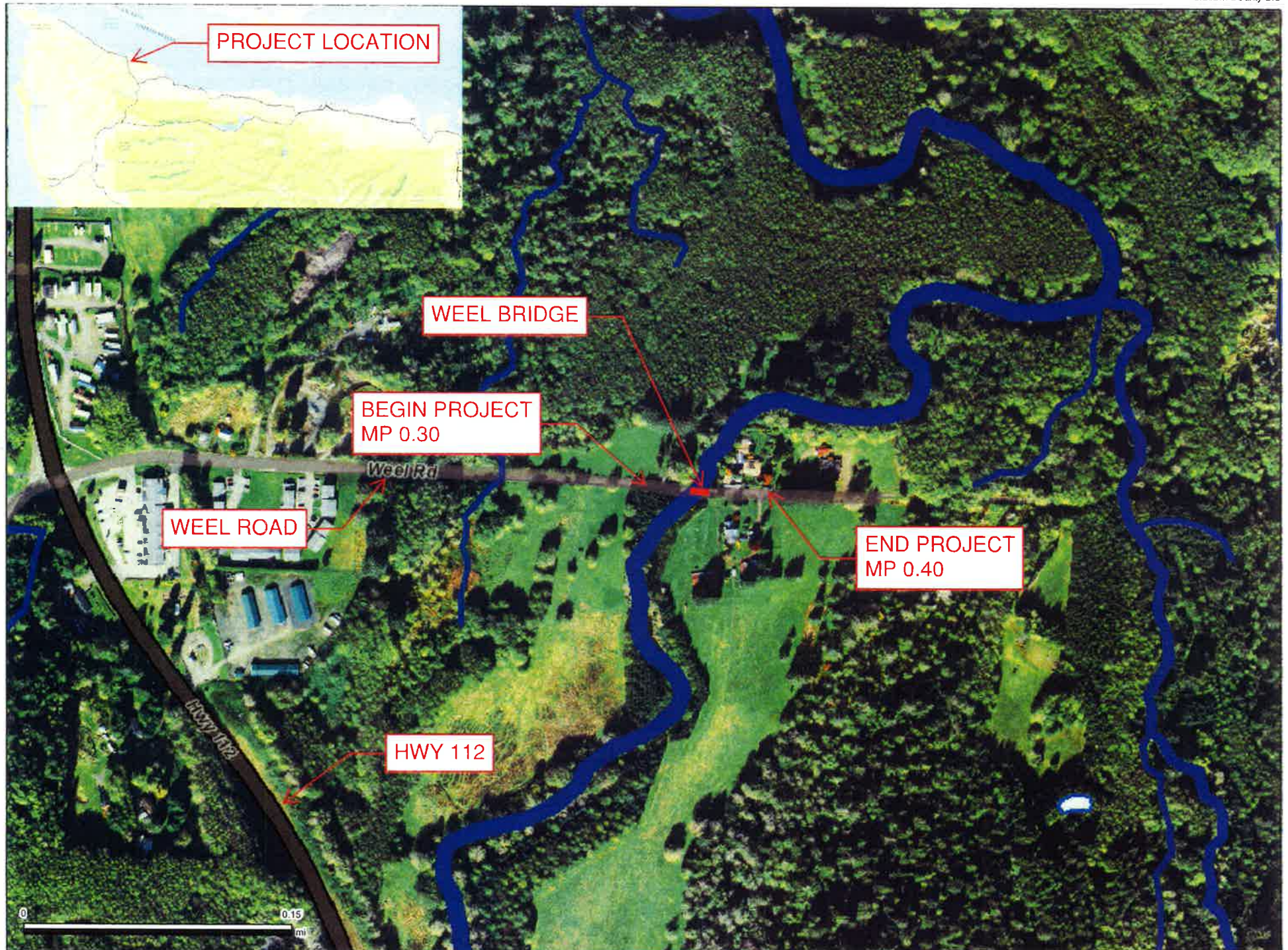
FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No
--

Remarks N/A

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____ By _____ Mayor/Chairperson





Washington State S. T. I. P.

2022 to 2025

(Project Funds to Nearest Dollar)

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

August 1, 2022

County: Clallam

Agency: Clallam Co.

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
07			13895	47	0.100	CE	No	0.3	0.4	1,860,000	

Weel Bridge Painting

Prep and paint a 1969 Steel Girder Bridge.

Funding

Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2022		STP(BR)	242,200		0	37,800	280,000
CN	2024		STP(BR)	1,580,000		0	0	1,580,000
Project Totals				1,822,200		0	37,800	1,860,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	140,000	140,000	0	0	0
CN	0	0	790,000	790,000	0
Totals	140,000	140,000	790,000	790,000	0

Clallam County
08/01/2022

Weel Bridge Painting
(HSIP) STIP ID: WA-13895

Documented Cost Estimate for PE Phase Only

Based on past projects of similar scope and size in Clallam County, the estimated Project Cost is \$1,860,000.

Per FHWA grant application, Preliminary Engineering is to be estimated as approximately 25% of total project cost. It is distributed amongst the following tasks;

Engineering	28%	\$78,400.00
Environmental	40%	\$112,000.00
Surveying	5%	\$14,000.00
Utility Coordination	2%	\$5,600.00
Construction Documents	25%	\$70,000.00
Total PE Phase		\$280,000.00



Washington State Department of Transportation

101-22-006

2C

Local Agency Agreement

Agency Clallam County

Address 223 E. 4th Street, Suite 6
Port Angeles, WA 98362-3000

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

2C 8/16/22
Document was submitted after the
agenda and packet were posted on
updated after
agenda was posted
8/15/22

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code
Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not
excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the
Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal
Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to
proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount
shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration.
All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Wheel Bridge Painting

Length 0.10

Termini Frontier Street, M,P 0.30-0.40

Description of Work

Cleaning and preparation in accordance with SSPC specifications, repair of rusted areas and painting of the structure.

Project Agreement End Date 12-31-2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	270,000.00		270,000.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services	10,000.00		10,000.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	280,000.00	0.00	280,000.00

Agency Official

Washington State Department of Transportation

By

By

Title Chair, Board of Clallam County Comm

Director, Local Programs

Agency Date

Date Executed



AGENDA ITEM SUMMARY

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

2d
8/16/22

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 8-15-22

REGULAR AGENDA ☒ **Meeting Date:** 8-16-22

Required originals approved and attached? ☐

Will be provided on: 8-11-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

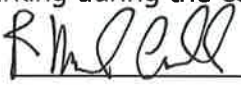
Limited License Agreement with Port of Port Angeles to utilize airport road adjacent to the airport for staging demolition derby cars and support parking during the county fair.

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

N/A

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

BOCC Chair to sign Limited License Agreement with Port of Port Angeles to utilize airport road for staging demolition derby cars and support parking during the county fair.

County Official signature & print name:  Don Crawford, Director

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

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

Date submitted: 8-10-22

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

Agenda item summary Port of PA Fair Agreement

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

Revised: 3-04-2019

LIMITED LICENSE AGREEMENT

THIS AGREEMENT is entered into on the last date signed below, between the PORT OF PORT ANGELES (hereinafter the "Port") and Clallam County Parks Fair and Facilities Department, (hereinafter the "Licensee").

Licensee has contracted with the Port for use of the road located south of the 100 - 400 hangars at the William R. Fairchild Airport (see Attachment 1, which is incorporated by this reference), on Sunday, August 21, 2022 for the limited purpose of demolition derby car staging and automobile parking with shuttle bus service to the Clallam County Fair Grounds. In consideration thereof, Licensee hereby agrees to the following terms and conditions:

Cars will be parked single file to the side of the road or in designated parking spots, and the road and entrances to electric vehicle gates will remain accessible to through-traffic at all times. If overflow parking is required, Licensee may allow vehicles to park on the grass north and south of the road while cautioning all motorists to drive carefully on the turf. Transportation to and from the assigned parking area will be provided by the Licensee.

Licensee agrees to hold and defend the Port, its officers, agents, and employees ("Obligees") from and against any and all liabilities, losses, claims, demands, lawsuits, judgments, costs, liens, damages, and expenses, including attorney's fees, which Obligees may sustain or incur in connection with the activities of Licensee at the subject area.

Licensee covenants with the Port that the Obligees shall not be held liable for any damages or liabilities of any kind or for injury to any person including death of persons, including Licensee, or damage to any property of Licensee or any other persons as a result of Licensee's activities at the subject area.

Licensee covenants with the Port to indemnify and hold the Obligees harmless from any loss caused by the use, occupancy or enjoyment of the premises at the subject location by Licensee or any person under the direction and control of Licensee and to hold Obligees harmless from any damages or injury caused by Licensee's use of the premises or its facilities or any repairs or alterations which Licensee may make upon said premises.

The foregoing shall not apply to an Obligee as to any matters resulting from the sole negligence of such Obligees unless covered by insurance carried by Licensee or which Licensee is required to carry.

This Agreement constitutes the entire Agreement. Wherefore, the parties have executed this Agreement as of the date last written below.

PORT OF PORT ANGELES

BY: 
Geoffrey C. James
Executive Director

DATE: 8/5/22

LICENSEE

BY: _____
Mark Ozias, Chair
Board of Clallam County Commissioners

DATE: _____

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of **Clallam County Board of Commissioners**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Geoffrey C. James**, to me known to be the **Executive Director of the Port of Port Angeles**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires: _____

Attachment 1
Clallam County Fair
Road Use Area (in red outline)





AGENDA ITEM SUMMARY

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

301
8/16/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 08/08/22

REGULAR AGENDA ☒ **Meeting Date:** 08/16/22

Required originals approved and attached? ☐

Will be provided on: Documents are posted on CCEM page for official and public review

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This is the submission for the promulgation of Clallam County's new Comprehensive Emergency Management Plan (CEMP) and associated Emergency Support Functions (ESF). This replaces Clallam County's previous CEMP that is now expired. The complete plan and ESF's are available for review by County officials and members of the public on the Clallam.net Internet Access under the Emergency Management Department tab. www.clallam.net/EmergencyManagement/2022DRAFTCEMP.html

Budgetary impact:

None

Recommended action:

The CEMP has been reviewed by the County Prosecutor's Office legal team. Action is for formal adoption by promulgation by the Board after work session.

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

Name of Employee/Stakeholder attending meeting: Ron Cameron, Undersheriff/Emergency Management Director

Relevant Departments: Sheriff's Office

Date submitted: 07/21/22

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

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

LETTER OF PROMULGATION

**CLALLAM COUNTY
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN
2022 REVISION**

This Comprehensive Emergency Management Plan (CEMP) for Clallam County has been developed in adherence to the requirements of Chapter 38.52 Revised Code of Washington (RCW). The CEMP supports the National Response Framework Plan (NRFP) and the National Incident Management System (NIMS).

The CEMP provides whole community guidance for mitigation, preparedness, planning, response and recovery through collaborative efforts and actions such as preparedness events, trainings, exercises, and joint response efforts to natural and manmade disasters. Its organizational structure provides the framework for our stakeholders and response partners to work together collectively with Clallam County regarding authorities, coordination of resources, functions and the individual responsibilities of local, state, federal, volunteer, private and public sector organizations.

County department heads and elected officials are reminded to become familiar with the CEMP contents to be prepared to coordinate their respective resources during an emergent event and allow for the continuation of services during and following such a disaster. The CEMP is a dynamic document that is continually updated to meet changing needs and best practices learned through trainings, exercises, and real world events. As such, requests for changes or modifications should be directed to the Clallam County Emergency Management Unit Program Coordinators.

Signed this ____ day of _____ 2022

Approved as to form

BOARD OF COUNTY COMMISSIONERS

Dee Boughton, Deputy Prosecutor

Mark Ozias, District 1

Randy Johnson, District 2

Bill Peach, District 3



AGENDA ITEM SUMMARY

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

49
8/16/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 08/15/22

REGULAR AGENDA ☒ Meeting Date: 08/16/22

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

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on August 30, 2022.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

Parks & Facilities – Reallocate funds to pay wages for one Temporary Custodian for three months and two Seasonal Employees for six weeks, all hired through Express Personnel/\$14,876

HHS – Foundational Public Health Services – Reimbursement to various funds where costs were incurred which was paid in advance from the Department of Health/\$310,510

NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act funding to cover the 10% match portion of the Washington State Broadband Infrastructure Grant that is forthcoming this year/\$300,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on August 30, 2022 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Parks & Facilities – Reallocate funds to pay wages for one Temporary Custodian for three months and two Seasonal Employees for six weeks, all hired through Express Personnel/\$14,876

HHS – Foundational Public Health Services – Reimbursement to various funds where costs were incurred which was paid in advance from the Department of Health/\$310,510

NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act funding to cover the 10% match portion of the Washington State Broadband Infrastructure Grant that is forthcoming this year/\$300,000

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: August 16, 2022

Mark Ozias, Chair

Publish: August 20

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM

JUL 11 2022



Date Submitted: July 7, 2022

Budget Hearing/Meeting Date: August 30, 2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- X ☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
--------------------------	--------------	-------------	----------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.10.0010 ✓	Regular Time	\$ 8,795
00100.911. ✓	Parks & Facilities ✓	57680.10.0060.0600 ✓	Extra Help	\$ 4,147
00100.911. ✓	Parks & Facilities ✓	57680.20.0020 ✓	Benefits	\$ 1,934
Total				\$ 14,876 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 14,876
Total				\$ 14,876 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To reallocate funds to pay wages for one Temporary Custodian hired through Express Personnel for three months, and two Seasonal Employees hired through Express Personnel for six weeks. The funds were allocated to the Regular Time, Extra Help and associated Benefits expenditure lines, however these wages are paid from the Personnel Services expenditure line directly to Express Personnel.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

JUL 19 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/19/22 ✓

Budget Hearing/Meeting Date: 8/30/22 ✓

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11341.511 ✓	Budget Name	HHS –Foundational Public Health Services ✓
--------------------------	-------------	-------------	--

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.35.5500 ✓	Information Technology Equipment	5,571 ✓
11341.511 ✓	HHS - FPHS ✓	56210.41.5050 ✓	Environmental Health	28,425 ✓
11341.511 ✓	HHS – FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations	276,514 ✓
Total				310,510 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.41.5070 ✓	HHS Administration	259,996
11341.511 ✓	HHS – FPHS ✓	56210.49.0034 ✓	Grant Funding Returned	50,514
Total				310,510 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The HHS FPHS budget is being revised to allow for distribution of funding which was paid in advance from the Department of Health for Foundational Public Health Services. Amending the budget will allow for reimbursement to the various funds where costs were incurred.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]
79

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/26/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- X **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291	Budget Name	NonDept – American Rescue Plan Act
---------------------------------	-----------	--------------------	------------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.49.0225	Unanticipated Services	300,000
Total				300,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.41.0579	Broadband Infrastructure Project	300,000
Total				300,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding to cover the 10% match portion of the WA State Broadband Infrastructure grant that is forthcoming this year.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

8



49 8/16/22
Document was submitted after the
agenda and packet were posted on
Item amended
on 8/15/22

NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on August 30, 2022 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Parks & Facilities – Reallocate funds to pay wages for one Temporary Custodian for three months and two Seasonal Employees for six weeks, all hired through Express Personnel/\$14,876

HHS – Foundational Public Health Services – Reimbursement to various funds where costs were incurred which was paid in advance from the Department of Health/\$310,510

NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act funding to cover the 10% match portion of the Washington State Broadband Infrastructure Grant that is forthcoming this year/\$300,000

Sheriff – Jail – Contracting to use Norpoint Protective Services for security/\$46,200

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: August 16, 2022

Mark Ozias, Chair

Publish: August 20

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM

JUL 11 2022



Date Submitted: July 7, 2022

Budget Hearing/Meeting Date: August 30, 2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
---------------------------------	--------------	--------------------	----------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.10.0010 ✓	Regular Time	\$ 8,795
00100.911. ✓	Parks & Facilities ✓	57680.10.0060 0600	Extra Help	\$ 4,147
00100.911. ✓	Parks & Facilities ✓	57680.20.0020 ✓	Benefits	\$ 1,934
Total				\$ 14,876

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 14,876
Total				\$ 14,876

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To reallocate funds to pay wages for one Temporary Custodian hired through Express Personnel for three months, and two Seasonal Employees hired through Express Personnel for six weeks. The funds were allocated to the Regular Time, Extra Help and associated Benefits expenditure lines, however these wages are paid from the Personnel Services expenditure line directly to Express Personnel.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

JUL 19 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/19/22 ✓

Budget Hearing/Meeting Date: 8/30/22 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- X ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11341.511 ✓	Budget Name	HHS –Foundational Public Health Services ✓
--------------------------	-------------	-------------	--

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.35.5500 ✓	Information Technology Equipment	5,571 ✓
11341.511 ✓	HHS - FPHS ✓	56210.41.5050 ✓	Environmental Health	28,425 ✓
11341.511 ✓	HHS – FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations	276,514 ✓
Total				310,510 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.41.5070 ✓	HHS Administration	259,996
11341.511 ✓	HHS – FPHS ✓	56210.49.0034 ✓	Grant Funding Returned	50,514
Total				310,510 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The HHS FPHS budget is being revised to allow for distribution of funding which was paid in advance from the Department of Health for Foundational Public Health Services. Amending the budget will allow for reimbursement to the various funds where costs were incurred.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

79

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/26/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291	Budget Name	NonDept – American Rescue Plan Act
---------------------------------	-----------	--------------------	------------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.49.0225	Unanticipated Services	300,000
Total				300,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.41.0579	Broadband Infrastructure Project	300,000
Total				300,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding to cover the 10% match portion of the WA State Broadband Infrastructure grant that is forthcoming this year.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

81

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 8/15/2022 ✓

Budget Hearing/Meeting Date: 8/30/2022 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- X ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.815 ✓	Budget Name	Sheriff - Jail ✓
---------------------------------	-------------	--------------------	------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815. ✓	Sheriff - Jail ✓	52360.10.0010 ✓	Regular Time	46,200
Total				46,200

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815. ✓	Sheriff - Jail ✓	52360.41.0020 ✓	Professional Services	46,200
Total				46,200

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County courthouse during FY2022.

County Official Approval:
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

86



AGENDA ITEM SUMMARY

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

46
8/16/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 8/15/22

REGULAR AGENDA ☒ Meeting Date: 8/16/22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on August 30, 2022

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Sheriff – Nine-One-One Enhanced – Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 and Equipment Contract #E22-299/\$168,747

Sheriff – OPNET Drug – Funding from Washington State Department of Commerce Multi Jurisdictional Drug-Gang Task Force Program grant award that is anticipated to be expended in FY2022 to cover unbudgeted expenses, remainder to be spend in FY2023/\$93,820

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

Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on August 30, 2022 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Nine-One-One Enhanced – Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 and Equipment Contract #E22-299/\$168,747

Sheriff – OPNET Drug – Funding from Washington State Department of Commerce Multi-Jurisdictional Drug-Gang Task Force Program grant award that is anticipated to be expended in FY2022 to cover unbudgeted expenses, remainder to be spend in FY2023/\$93,820

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: August 16, 2022

Mark Ozias, Chair

Publish: August 20
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JUL 11 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 07/06/22

Budget Hearing/Meeting Date: 08/30/22 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11061.811 ✓	Budget Name	Sheriff – Nine-One-One Enhanced ✓
--------------------------	-------------	-------------	-----------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811 ✓	Sheriff– Nine-One-One Enhanced ✓	33401.80.0033 ✓	Enhanced 911 from Emergency Management	168,747
Total				168,747 ✓

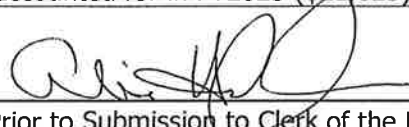
EXPENDITURES

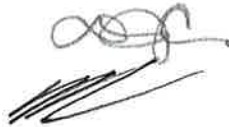
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811 ✓	Sheriff– Nine-One-One Enhanced ✓	52870.41.0570 ✓	E911 Reimbursements to PenCom	168,747
Total				168,747 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 (\$21,025) and Equipment Contract #E22-299 (\$147,722). The remainder of #E23-005 will be accounted for in FY2023 (\$21,025).

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)


77

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 08/04/22

Budget Hearing/Meeting Date: 08/30/22

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11008.811	Budget Name	Sheriff - OPNET Drug
---------------------------------	-----------	--------------------	----------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811	Sheriff – OPNET Drug	33316.73.8000	Narcotics Task Force Program	93,820
Total				93,820

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811	Sheriff – OPNET Drug	52123.10.0500	Overtime	500
11008.811	Sheriff – OPNET Drug	52123.10.0600	Extra-Help	8,000
11008.811	Sheriff – OPNET Drug	52123.20.0020	Benefits	1,000
11008.811	Sheriff – OPNET Drug	52123.32.0015	Gasoline	5,000
11008.811	Sheriff – OPNET Drug	52123.35.0010	Small Tools and Minor Equipment	2,000
11008.811	Sheriff – OPNET Drug	52123.43.0020	Travel – Training	8,000
11008.811	Sheriff – OPNET Drug	52123.45.0010	Building/Office Rental	2,000
11008.811	Sheriff – OPNET Drug	52123.49.0041	Subscriptions	14,540
11008.811	Sheriff – OPNET Drug	52123.49.0060	Registration	2,300
11008.811	Sheriff – OPNET Drug	59421.64.0010	Machinery & Equipment	13,100
11008.811	Sheriff – OPNET Drug	50800.00.0000	Ending Fund Balance	37,380
Total				93,820

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding from WA State Department of Commerce Multi-Jurisdictional Drug-Gang Task Force Program grant award (2022 MJNTF) that is anticipated to be expended in FY2022 to cover unbudgeted expenses. The remainder will be spent in FY2023.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



87



AGENDA ITEM SUMMARY

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

LC
8/16/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 8/15/22

REGULAR AGENDA ☒ Meeting Date: 8/16/22

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

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on August 30, 2022

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

NonDept – Opportunity Fund – Additional funding for contractual ARPA sub-recipient administrative fees to be paid to the Economic Development Council in 2022/\$40,000

HR – Unemployment Compensation – Increased billing costs from unemployment that were not allocated in the current budget/\$20,000

HR – Workers Compensation Claims – Increase in billing from the Department of Labor and Industries was not allocated for in the current budget/\$40,000

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June and July, 2022 expected to be reimbursed through FEMA/\$14,656

Prosecuting Attorney – Operations – Additional funding to cover annual fee of cloud-hosting for case management system Legal Files and four high speed computes to process media downloads/\$28,800

Sheriff – Jail – To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County Courthouse during FY2022/\$46,200

Treasurer – Land Assessment – 2022 increase in City of Port Angeles Stormwater Fees for county owned parcels/\$3,100

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

Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

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

Budget Debatables 8-16-22

Revised: 3-04-2019



BUDGET RESOLUTION _____, 2022

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

NonDept – Opportunity Fund – Additional funding for contractual ARPA sub-recipient administrative fees to be paid to the Economic Development Council in 2022/\$40,000

HR – Unemployment Compensation – Increased billing costs from unemployment that were not allocated in the current budget/\$20,000

HR – Workers Compensation Claims – Increase in billing from the Department of Labor and Industries was not allocated for in the current budget/\$40,000

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June and July, 2022 expected to be reimbursed through FEMA/\$14,656

Prosecuting Attorney – Operations – Additional funding to cover annual fee of cloud-hosting for case management system Legal Files and four high speed computes to process media downloads/\$28,800

Sheriff – Jail – To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County Courthouse during FY2022/\$46,200

Treasurer – Land Assessment – 2022 increase in City of Port Angeles Stormwater Fees for county owned parcels/\$3,100

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

1. A public hearing on the debatable emergencies listed above will be held August 30, 2022 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 16th day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: August 21, 2022

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19941.291 ✓	Budget Name	NonDept – Opportunity Fund ✓
--------------------------	-------------	-------------	------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	50800.00.0000 ✓	Ending Fund Balance	40,000
Total				40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	55210.41.0113 ✓	Economic Development Council	40,000
Total				40,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for contractual ARPA subrecipient administrative fees to be paid to the Economic Development Council in 2022.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

80

JUL 26 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50701.461 ✓	Budget Name	HR-Unemployment Compensation ✓
---------------------------------	-------------	--------------------	--------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461 ✓	HR-Unemployment Compensation ✓	50800.00.0000 ✓	Ending Fund Balance	\$20,000
Total				\$20,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461 ✓	HR-Unemployment Compensation ✓	51771.20.0040 ✓	Unemployment Compensation	\$20,000
Total				\$20,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

There has been an increase in the unemployment filings which has resulted in increased billing costs from unemployment that were not allocated in current budget.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

[Signature]

82

JUL 26 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50501.461	Budget Name	HR-Workers Compensation Claims
--------------------------	-----------	-------------	--------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461	HR-Workers Compensation Claims	50800.00.0000	Ending Fund Balance	\$40,000
Total				\$40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461	HR-Workers Compensation Claims	51768.41.1006	Department of Labor and Industry	\$40,000
Total				\$40,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Increase in billing from the Department of Labor and Industries was not allocated for in current budget.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

83

AUG 03 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: August 2, 2022

Budget Hearing/Meeting Date: August 30, 2022 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
---------------------------------	--------------	--------------------	----------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$ 14,656
Total				\$ 14,656

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 14,656
Total				\$ 14,656

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2022. This is to cover the goods and services expenditures incurred in June and July 2022, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval: R. M. B. C. O. O.
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]
[Handwritten initials]

84

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 8/5/2022

Budget Hearing/Meeting Date: 08/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.841	Budget Name	Prosecuting Attorney - Operations
--------------------------	-----------	-------------	-----------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserve	50800.00.0000	Ending Fund Balance	28,800.
Total				28,800.

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.841	Prosecuting Attorney – Ops	51535.48.0050	Computer Systems Maintenance	21,600.
00100.841	Prosecuting Attorney – Ops	51535.35.5500	Information Technology Equipment	7,200.
Total				28,800.

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The above funds we are requesting will cover an annual fee of cloud-hosting for our case management system Legal Files and four high speed computers to process media downloads. IT will work with Legal Files to move the database from an internal server to the cloud-host. These items will allow us to properly download, manage, store, and share law enforcement reports, photos, and videos that will soon be submitted to us electronically.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

85

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 8/3/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	12241.231	Budget Name	Treasurer – Land Assessment
---------------------------------	-----------	--------------------	-----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	50800.00.0000	Ending Fund Balance	3,100
Total				3,100

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	51422.49.0011	Assessment Charges	3,100
Total				3,100

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 increase in City of Port Angeles Stormwater Fees for county owned parcels.

County Official Approval: Lara Marchi
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signatures]

88



BUDGET RESOLUTION _____, 2022

4C 8/16/22
Document was submitted after the
agenda and packet were posted on
Item amended
on 8/15/22

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

NonDept – Opportunity Fund – Additional funding for contractual ARPA sub-recipient administrative fees to be paid to the Economic Development Council in 2022/\$40,000

HR – Unemployment Compensation – Increased billing costs from unemployment that were not allocated in the current budget/\$20,000

HR – Workers Compensation Claims – Increase in billing from the Department of Labor and Industries was not allocated for in the current budget/\$40,000

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June and July, 2022 expected to be reimbursed through FEMA/\$14,656

Prosecuting Attorney – Operations – Additional funding to cover annual fee of cloud-hosting for case management system Legal Files and four high speed computes to process media downloads/\$28,800

Sheriff – Jail – To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County Courthouse during FY2022/\$46,200

Treasurer – Land Assessment – 2022 increase in City of Port Angeles Stormwater Fees for county owned parcels/\$3,100

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

1. A public hearing on the debatable emergencies listed above will be held August 30, 2022 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 16th day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: August 21, 2022

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022 ✓

Budget Hearing/Meeting Date: 8/30/2022 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19941.291 ✓	Budget Name	NonDept – Opportunity Fund ✓
---------------------------------	-------------	--------------------	------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	50800.00.0000 ✓	Ending Fund Balance	40,000
Total				40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	55210.41.0113 ✓	Economic Development Council	40,000
Total				40,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for contractual ARPA subrecipient administrative fees to be paid to the Economic Development Council in 2022.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in dark ink, appearing to be "J. Cook".

80

JUL 26 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50701.461	Budget Name	HR-Unemployment Compensation
---------------------------------	-----------	--------------------	------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461	HR-Unemployment Compensation	50800.00.0000	Ending Fund Balance	\$20,000
Total				\$20,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461	HR-Unemployment Compensation	51771.20.0040	Unemployment Compensation	\$20,000
Total				\$20,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

There has been an increase in the unemployment filings which has resulted in increased billing costs from unemployment that were not allocated in current budget.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

[Signature]

82

JUL 26 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50501.461	Budget Name	HR-Workers Compensation Claims
--------------------------	-----------	-------------	--------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461	HR-Workers Compensation Claims	50800.00.0000	Ending Fund Balance	\$40,000
Total				\$40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461	HR-Workers Compensation Claims	51768.41.1006	Department of Labor and Industry	\$40,000
Total				\$40,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Increase in billing from the Department of Labor and Industries was not allocated for in current budget.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

83

AUG 03 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: August 2, 2022

Budget Hearing/Meeting Date: August 30, 2022

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
---------------------------------	--------------	--------------------	----------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$ 14,656
Total				\$ 14,656

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 14,656
Total				\$ 14,656

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2022. This is to cover the goods and services expenditures incurred in June and July 2022, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signatures]

84

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 8/5/2022 ✓

Budget Hearing/Meeting Date: 08/30/2022 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ✓ ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.841 ✓	Budget Name	Prosecuting Attorney - Operations ✓
--------------------------	-------------	-------------	-------------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserve ✓	50800.00.0000 ✓	Ending Fund Balance	28,800.
Total				28,800. ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.841 ✓	Prosecuting Attorney – Ops ✓	51535.48.0050 ✓	Computer Systems Maintenance	21,600.
00100.841 ✓	Prosecuting Attorney – Ops ✓	51535.35.5500 ✓	Information Technology Equipment	7,200.
Total				28,800. ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The above funds we are requesting will cover an annual fee of cloud-hosting for our case management system Legal Files and four high speed computers to process media downloads. IT will work with Legal Files to move the database from an internal server to the cloud-host. These items will allow us to properly download, manage, store, and share law enforcement reports, photos, and videos that will soon be submitted to us electronically.

County Official Approval: ML 7218
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

85

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 8/3/2022

Budget Hearing/Meeting Date: 8/30/2022

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	12241.231	Budget Name	Treasurer – Land Assessment
---------------------------------	-----------	--------------------	-----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	50800.00.0000	Ending Fund Balance	3,100
Total				3,100

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	51422.49.0011	Assessment Charges	3,100
Total				3,100

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 increase in City of Port Angeles Stormwater Fees for county owned parcels.

County Official Approval: Laura Marchi
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]
[Handwritten initials]

88



AGENDA ITEM SUMMARY

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

4d
8/16/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 08/08/2022

REGULAR AGENDA ☒ **Meeting Date:** 08/16/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

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

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

Contract #

☐ Budget Item

☒ Other: Notice of 2023 Preliminary Budget

Documents exempt from public disclosure attached: ☐

Executive Summary:

To comply with state law and the Clallam County Charter, effective September 6, 2022, the Board of County Commissioners will have available in their office, a true copy of the Preliminary 2023 Clallam County Budget.

Approval requested to issue notice that the Preliminary 2023 Clallam County Budget will be presented on Tuesday, September 6, 2022.

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 at this time.

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

Approval to issue notice that the Preliminary 2023 Clallam County Budget will be presented on Tuesday, September 6, 2022.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 08/03/2022

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

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, in order to comply with state law and the County Home Rule Charter, effective September 6, 2022 the Board of Clallam County Commissioners will have available in their office, a true copy of the Preliminary 2023 Clallam County Budget. This document may be inspected during normal office hours (8 a.m. to 4:30 p.m.) on weekdays at the Clallam County Commissioners' Office, 223 East 4th Street, Room 150, Port Angeles or at www.clallam.net.

Copies of the preliminary budget by line item may be requested through the Public Records Department at www.clallam.net.

IN ADDITION, public meetings on the Preliminary 2023 Clallam County Budget will be held in conjunction with the Six-year Road Plan as follows:

September 14	Red Lion Hotel, Port Angeles – 11:15 a.m.
September 27	Sunland Golf Club, Sequim – 11:45 a.m.
September 28	Blakeslee's Bar & Grill, Forks – 11:30 a.m.

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.

Dated this 16th day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Publish: August 19, 2022 and August 26, 2022 – Peninsula Daily News
August 24, 2022 – Sequim Gazette
August 25, 2022 – Forks Forum

Bill: Commissioners' Office



AGENDA ITEM SUMMARY

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

Department: Auditor's Office

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 8-16-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.08 Massage Parlors – Public Bath Houses needs repealed.
Hold a public hearing and request to approve Ordinance.

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

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

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.08 Massage Parlors – Public Bath Houses needs repealed.
Hold a public hearing and request to approve Ordinance.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Shoona Riggs and Tomi Elliott – Auditor's Office and Elizabeth Stanley – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

Date submitted: July 8, 2022

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

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

Code Chapter 7.08 massage parlors hearing

Revised: 3-04-2019

An ordinance repealing in its entirety
Chapter 7.08 Massage Parlors – Public Bath Houses

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 7.08.010, Definitions, is amended to read as follows:

~~— (1) “Massage” means the treatment of the superficial parts of the body with or without the aid of soaps, oils or lotions by rubbing, touching, stroking, tapping and kneading, provided no attempt be made to adjust or manipulate the articulations of the spine.~~

~~— (2) “Massage operator” means a person engaged in the practice of massage.~~

~~— (3) “Massage business” means the operation of a business where massages are given.~~

Hereby repealed in its entirety

Section 7.08.020, License required, is amended to read as follows:

~~No person shall engage in or hold themselves out as engaged in the practice of massage without a massage operator’s license issued by Clallam County.~~

Hereby repealed in its entirety

Section 7.08.030, Advertising by unlicensed person, is amended to read as follows:

~~It shall be unlawful to advertise the practice of massage by a person not licensed by the County.~~

Hereby repealed in its entirety

Section 7.08.040, Exemptions, is amended to read as follows:

~~This chapter does not apply to:~~

~~— (1) An individual giving massage in their home to members of their immediate family.~~

~~— (2) Persons licensed in this State to practice medicine, surgery, drugless therapy, cosmetology, barbering, physical therapy, osteopathy, osteopathy and surgery, chiropractic, podiatry, nursing, or persons working under prescription, supervision, or direction of any such person.~~

~~— (3) Massage practiced in the athletic department of any institution maintained by the public funds of the State, or any of its political subdivisions.~~

~~— (4) Massage practiced by the athletic department of any school or college accredited by the Northwest Association of Secondary and Higher Schools.~~

Hereby repealed in its entirety

Section 7.08.050, License application, is amended to read as follows:

~~The application for a massage parlor or operator shall be signed by the person in whose name it is taken out and shall give the names and addresses of all persons participating in the ownership and management of the business, the exact location, the number of rooms used and the nature of the massage treatments or services. No license shall be issued until a valid State license has been obtained by the applicant and proof of such valid State license is presented to the County.~~

Hereby repealed in its entirety

Section 7.08.060, License fee, is amended to read as follows:

~~The license fee for a massage parlor and for each individual massage operator is fixed at the sum of \$25 per annum.~~

Hereby repealed in its entirety

Section 7.08.070, Inspection, is ~~amended to read as follows:~~

~~Deputy Sheriffs of Clallam County and appropriate State and Federal government officials shall have free access at all times to any massage parlor when such officers are visiting the same in the performance of their duties for the purpose of investigation. It shall be unlawful for the owner, proprietor, manager or person in charge of any massage parlor to refuse admission to such Sheriff's officers or appropriate State or Federal officials.~~

~~Hereby repealed in its entirety~~

Section 7.08.080, Proper conduct required, is ~~amended to read as follows:~~

~~All massage parlors shall be conducted with proper regard for the persons patronizing the same. The improper conduct of any person conducting or employed in such establishment or suffered or permitted to remain therein shall be deemed sufficient cause for the suspension or revocation of the license to conduct the same.~~

~~Hereby repealed in its entirety~~

Section 7.08.090, Penalty, is ~~amended to read as follows:~~

~~Any person found guilty of violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a penalty of a fine not to exceed \$250 and/or imprisonment not to exceed ninety (90) days in the County Jail.~~

~~Hereby repealed in its entirety~~

Section 7.08.100, Severability, is ~~amended to read as follows:~~

~~If any section, subsection, subdivision, paragraph, sentence or clause or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.~~

~~Hereby repealed in its entirety~~

Section 7.08.110, Effective date, is ~~amended to read as follows:~~

~~This chapter shall become effective immediately upon signing by the Board of County Commissioners.~~

~~Hereby repealed in its entirety~~

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach