WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, August 14, 2023 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. Calendar/Correspondence

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

   Agreement

3. Agreement with Administrative Office of the Courts for Family and Juvenile Court Improvement Plan

   Agreement

4. Pre-application questionnaire with US Forest Service for Secure Rural Schools Title II Funds

   Pre-application questionnaire

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

   Briefing and notice for hearing

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

   Briefing and notice for hearing

7. Briefing and call for hearing to be held on Tuesday, September 5, 2023 at 10:30 a.m. regarding an Ordinance amending Clallam County Code Chapter 5.40 Opportunity Fund

Program

Briefing and notice for hearing

8. Agreement with LexisNexis for Desk Officer Reporting System

   Agreement

9. Agreement amendment 1 with Olympic Peninsula Humane Society for animal sheltering services

   Agreement amendment 1

10. Agreement amendment 5 with Norpoint Protective Services for Courthouse Security Services

    Agreement amendment 5

11. Agreement with Department of Ecology for Solid Waste - Moderate risk waste activity

    Agreement

12. Agreement with Department of Ecology for Solid Waste ? Enforcement activities

    Agreement

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

    Agreement amendment 13

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

    Request for proposals

Community Development

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

    Resolution

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

    Agreement

17. Briefing and request to move forward with approval of an Ordinance amending Clallam County Code Chapter 33.57 Signs

    Briefing and request to move forward with approval

18. Agreement and applicant resolution authorization for North Olympic Lead Entity for Salmon

    Agreement and applicant resolution authorization

Budget

19. Discussion on proposed budget revisions to be considered on August 29 (6b)*

    Budget revisions

20. Discussion of proposed supplemental appropriations to be considered on August 29 (6c)*

    Supplemental appropriations

21. Discussion of proposed budget emergencies to be considered on August (6d)*

    Budget emergencies

22. Overview of the American Rescue Plan Act projects and expenditure report for second quarter of 2023

    Overview

Public Works

23. Agreement with Department of Ecology for Solid Waste Management

    Agreement

24. Dungeness Off-Channel Reservoir Project update ? 11:30 a.m.

    Update

    Item 24 additional document - submitted after agenda posted on 8-10-23

General Discussion/Items for Future Agendas

A. Department of Natural Resources Quarterly Report Meeting (August 21 at 1 p.m.)

B. Small Business Development Center update (August 28)

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

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

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

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

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

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

- Copies of public documents from Board meetings are available by contacting the Public Records Department.

2

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: Clerk

WORK SESSION ☒ **Meeting Date: 8-14-2023**

REGULAR AGENDA ☒ **Meeting Date: 8-22-2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # IAA24006/891-23-001
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Purpose of this Agreement is to reimburse Clallam County for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the Blake decision.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approve Interagency Reimbursement Agreement between Clallam County and the Administrative Office of the Courts.

County Official signature & print name: Nikki Botnen, Superior Court Clerk N. Botnen

Name of Employee/Stakeholder attending meeting: Nikk Botnen

Relevant Departments: Courts, Prosecuting Attorney, Clerk

Date submitted: 8/7/2023

DocuSign Envelope ID: 45301F11-D9D8-4CEE-982D-116A7DA1BF93

891.23.001

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24006
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Clallam County

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and Clallam County ("Jurisdiction") to reimburse Clallam County for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("Blake").

I. PURPOSE

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of **$** 518,268 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, "Costs") of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to Payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;

2. A list of any case numbers associated with the services provided;

3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;

4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;

5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and

6. Data, including case numbers and aggregate data on the number and type of cases:

a. Vacated under *Blake*;

b. Resentenced under *Blake*; and

c. Being worked on under *Blake*.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority

granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

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

1. Applicable state and federal statutes and rules;

2. This Agreement; and then

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

VII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

VIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549	Mark Ozias Clallam County Commissioner, District 1 Mark.Ozias@clallamcountywa.gov

DocuSign Envelope ID: 45301F11-D9D8-4CEE-982D-116A7DA1BF93

X. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Signature *Date*	*Signature* *Date*
Christopher Stanley *Name*	*Name*
Chief Financial and Management Officer *Title*	*Title*

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

3

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: Superior Court

WORK SESSION ☒ **Meeting Date: 8/14/23**

REGULAR AGENDA ☒ **Meeting Date: 8/22/22**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract #861.23.006 (Replaces 861.22.010)

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The court is seeking approval of the attached Interagency Agreement between the State of Washington Administrative Office of the Court (AOC) and Clallam County Superior Court for support of the Family and Juvenile Court Improvement Plan (FJCIP). This has been an ongoing grant since 2009 that has reimbursed the County for the cost of a fulltime FJCIP Coordinator for salary and benefits in the amount of $96,164, for the period July 1, 2023, through June 30, 2024.

The FJCIP Coordinator works with the court's Family Law and Dependency dockets in the support, development and tracking of FJCIP programs to include reports, case processing indicators, and quarterly and yearly summaries of the court's activities and measureable outcomes on cases impacting families, juveniles or both.

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. Grant revenue funds and expenditures are allocated in the budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approval and support of this interagency agreement for the fulltime FJCIP Coordinator.

County Official signature & print name: Brent Basden

Name of Employee/Stakeholder attending meeting: Lacey Halberg

Relevant Departments: Superior Court

Date submitted: 8/09/23

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

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

DocuSign Envelope ID: E561DCF8-264B-4C7F-984A-7EF323832B87

INTERLOCAL AGREEMENT ICA24154
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Clallam County Superior Court
FOR THE SUPPORT OF
FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)

(861.23.006) <Replaces 861.22.010>

THIS AGREEMENT is entered into by and between the Washington State Administrative Office of the Courts ("AOC") and Clallam County Superior Court ("Court"). The AOC and the Court may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan ("FJCIP") legislation, RCW 2.56.220-230.

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

II. DESCRIPTION OF SERVICES

A. The Court will:

1. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years;
2. Hire a FJCIP Coordinator within a timeframe acceptable to both AOC and the Court, provide that Coordinator with training in the area of family and juvenile law, and ensure that Coordinator participates in specialized Coordinator trainings offered by AOC, including the FJCIP Coordinator Community of Practice;
3. Document that all court commissioners and judges serving in the county's FJCIP have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW2.56.230;
4. Implement the principle of one judicial team hearing all of the proceedings in a case involving one family, especially in dependency cases;
5. Work with AOC Staff to support mutually agreed upon court improvement projects, including data collection, evaluation, multi-disciplinary training and meetings of court and community partners;
6. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by August 31, 2023;
7. Submit a report comparing actual expenditures with the submitted spending plan to AOC by June 30, 2024;

8. Submit or update a "local improvement plan" identifying the specific staffing, facility, case management and/or operational improvement(s) that the Court intends to accomplish during this project, and identifying which FJCIP Core Component(s) are targeted.

B. The Court's local improvement plan shall:

1. Identify Family and Juvenile Court Improvement Tasks, projects and programs related system improvement in your dependency court system; Explain what the local improvement is and how it will enhance current court operations;
2. List the FJCIP Core Component(s) the local improvement is targeted to meet;
3. Describe potential barriers to implementing the local improvement;
4. Describe measurable outcomes for which data will be collected;
5. Develop and document a plan to identify those children who have been in foster care for at least 15 of the past 22 months; and
6. Be finalized and provided to AOC by August 31, 2023.

C. The Court shall submit to the AOC semi-annual reports of court's activities and progress on measurable outcomes related to Family/Juvenile Court activities during the preceding quarter. Semi-annual reports are due September 30, 2023 and March 31, 2024.

III. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2023 through June 30, 2024.

IV. COMPENSATION

A. AOC shall reimburse the Court a maximum of $96,164.00 for FJCIP coordinator salary and benefits costs incurred during the term of this Agreement.
B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
C. Before payment can be processed, properly-completed A-19 invoices must be submitted to AOC's Payables Department at payables@courts.wa.gov.
D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

V. REVENUE SHARING

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

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2024 and August 1, 2024.

VI. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Washington State Legislature ("Legislature") for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VII. INDEPENDENT CAPACITY

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

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall

be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

X. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XI. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIII. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;
B. Description of Services; and
C. Any other provisions of the agreement, including materials incorporated by reference.

XIV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part, without the express prior

written consent of the other Party, which consent shall not be unreasonably withheld.

XV. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

XVI. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be considered to exist or to bind any of the Parties to this Agreement unless otherwise stated in this Agreement.

XVIII. COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The Parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

XIX. AGREEMENT MANAGEMENT

The individuals designated below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

AOC Project Manager	Court Agreement Manager
Jennifer Nguyen PO Box 41170 Olympia, WA 98504 Jennifer.Nguyen@courts.wa.gov (360)890-5470	Lacey Halberg 223 E 4th St., Ste 8 Port Angeles, WA 98362 lacey.halberg@clallamcountywa.gov

This Agreement is executed by the persons signing below who warrant that they have the authority to execute it.

AGREED:

ADMINISTRATIVE OFFICE OF THE COURTS

Signature *Date*	Larry Halberg 6/13/23 *Signature* *Date*
Dawn Marie Rubio *Name*	Larry Halberg *Name*
State Court Administrator *Title*	Superior Court Administrator *Title*

Judicial Officer July 9, 2023
Judicial Officer Date

Approved as to Form
Bert Dee Boughton 7/28/23
Bert Dee Boughton Date

Commissioner Date

4

AGENDA ITEM SUMMARY

AUG 14 2023

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

Department: Noxious Weeds

WORK SESSION ☒ **Meeting Date: 8/14/2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Approval to submit a grant application for Title II funding through the Secure Rural Schools Act. This funding allows us to continue working with Olympic National Forest to control noxious weeds on Forest Service lands.

Budgetary impact: **If a budget action is required, has it been submitted and a copy attached?** ☐
There is no budget impact at this time.

Recommended action: Please approve.

County Official signature & print name: Christina St John

Name of Employee/Stakeholder attending meeting: Christina St John

Relevant Departments: Noxious Weeds

Date submitted: 8/9/2023

Clallam County
Grant Application Information

DEPARTMENT: **Noxious Weeds**

DATE SUBMITTED TO W/S: **8/14/23**

GRANT NAME: **Secure Rural Schools, Title II**

APPLICATION DEADLINE: **8/21/23**

ISSUING AGENCY: **USDA Forest Service**

IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **3 years**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **$167,500**

ANNUAL AMOUNT:

MATCH REQUIRED? **20%**

MATCH AMOUNT: **$38,000**

DESCRIPTION OF GRANT AND PURPOSE:

This project is a comprehensive, cooperative program for noxious weed control on Forest Service lands in both Jefferson and Clallam Counties. The project includes activities to survey, identify and control noxious weeds, coordinate actions and communication between local and Federal jurisdictions and increase public awareness of noxious weed impacts. The Noxious Weed Control Board has worked directly with Forest Service personnel for the past 19 years to create both a stretegic plan to achieve long term goals (the Olympic National Forest Integrated Weed Management Plan) as well as annual action plans to identify immediate priorities. We are well aquainted with Forest Service protocols and required documentation. We have made considerable progress in reducing noxious weed infestation throughout Forest Service lands and reducing the spread into neighboring roads and properties. This has enabled us to protect the use and value of land for county residents who would otherwise be negatively affected by the flow of noxious weeds from federal lands.

On Federal lands, the project will include surveys and treatment at sites previously identified and incorporated into the Olympic National Forest Integrated Weed Management Plan. The Weed Board will provide additional analysis and recommendation for effective control measures. Sites, treatment regimes and results are documented per Forest Service requirements.

The focus will be on areas where uncontrolled noxious weed populations on Federal, State, County, and private land are spreading and hindering control activities elsewhere. Additional emphasis will be on controlling weeds on Forest Service roads, in campgrounds, along trailheads and in Forest Service gravel pits, which, due to heavy use or off-site movement of potentially infested materials, serve as the primary vectors of new weed invasions into wilderness areas or between various land ownerships. The Clallam Noxious Weed Control Board provides the vital link between private land owners and their federal neighbors.

Educational programs will increase public awareness of noxious weeds and the problems they create by targeting members of the community who work in the forest, live near it, or recreate in it.

The project will include follow-up activities such as revegetation with native material as needed and monitoring progress. Agency representatives meet regularly to communicate progress and to revise project direction as necessary.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
This project provides a critical linkage between the weed control activities performed by county weed boards for the benefit of all county residents and noxious weed infestations which have been of concern, but neglected on federal lands, due to lack of funding. This grant will provide financial support needed for seamless integration of weed control across jurisdictional boundaries. This program also helps to fund the rock source certification program that promotes "weed free" certification of private and state pits across the county. This certification program is a powerful prevent tool that stops the distribution of weed-contaminated material throughout Clallam County. The Clallam County Noxious Weed Control Board and the Forest Service already work cooperatively in multi-agency efforts to control knotweed and other invasive species across several counties.

Well-directed educational programs and materials increase public awareness of noxious weeds in the Forest and encourage everyone to become involved with searching out and reporting weed infestations. The survey/control component is critical to providing rapid investigation of and response to those reports. Additionally, this project promotes important cooperative relationships between the Forest Service and all its neighbors. All non-federal lands in the state are subject to state law requiring control of certain noxious weeds. Federal lands are required by the Federal Noxious Weed Act to meet or match our local program. By cooperatively working on weed problems across boundaries, this project alleviates the frustration that the public often feels when they find federal agencies aren't living up to the same weed control responsibilities as those residing within county jurisdiction.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Weeds do not care about jurisdictional boudaries. The grant furthers our mission by extending noxious weed control to our federal neighbors and creating a consistent standard of weed control across multiple jurisdictions.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
The grant increases an existing service only to the extent that it will cover control of noxious weeds on Olympic National Forest lands. If the grant were not available it is likely these services, although necessary, would be neglected due to lack of funding within the Forest Service itself.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
The Forest Service has an established protocol to monitor and evaluate performance to which participating partners must adhere. The protocol requires timely delivery of treatment documentation, efficacy monitoring of 50% of treated acres and an end-of-season written report summarizing accomplishments toward annual work plan goals, suggestions for future work, eduction, and often other technical other information that contributes to the overall project goal of minimizing noxious weeds.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?
Because services are being paid by and provided largely to the federal government, there is no expectation for the county to continue to provide these services in the future if the federal government does not continue to provide additional money for weed control.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
To qualify for a participating agreement with the Forest Service, as we have done in the past, requires a minimum of a 20% match. Money spent as a normal part of our weed control program, because it is coordinated with and directly protects National Forest interests, is allowed as match.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?
Impacts to other departments are minimal.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?
As in previous years most positions (2-3) will be seasonal; the actual number depends on the level of funding, if any, that is approved by the Resource Advisory Committee. Training and oversight of this crew is accomodated by utilizing some hours of existing positions. All positions or expenses specifically related to the project are terminated at the end of the grant period or when funds have been exhausted. All wages and benefits are paid by Title II funding.

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

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
Noxious weeds negatively impact our natural resources in many ways, such as impeding forest regeneration, degrading fish habitat, choking waterways and replacing beneficial plants with non-palatable or poisonous species. This project will improve overall forest health and natural watershed functions while preserving multiple economic and recreational uses of our county lands. By preventing the spread of weeds from neighboring landowners such as Olympic National Forest, economic use of private and county property, as well as habitat and recreational use, is also preserved.

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

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?
No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
Until a grant award is made, budget changes cannot be determined. A supplemental budget will be submitted if the grant application is successful.

OTHER COMMENTS
Please approve permission to seek these funds.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

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

5

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: Auditor/BOCC

WORK SESSION ☒ **Meeting Date: 8-14-23**

REGULAR AGENDA ☒ **Meeting Date: 8-22-23**

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

Item summary:

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

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 3.35 Voters' Pamphlet needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, September 5, 2023 at 10:30 a.m.
This Ordinance has been reviewed and approved by the Prosecuting Attorney's Office.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 3.35 Voters' Pamphlet needs repealed.
Review Ordinance and request a call for hearing to be held Tuesday, September 5, 2023 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Shoona Riggs and Dee Boughton – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

Date submitted: August 7, 2023

---

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

Voters Pamphlet CCC 3.35 repeal 8-22-23
Revised: 3-04-2019

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

PUBLIC HEARING
An ordinance repealing in its entirety
Clallam County Code Chapter 3.35 Voters' Pamphlet

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday September 5, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://wa-clallamcounty.civicplus.com/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

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

FORMAL IDENTIFICATION: Clallam County Code Chapter 3.35 Voters' Pamphlet

SUMMARY OF PROPOSED CHANGES:
3.35.010 Local voters' pamphlet authorized - Hereby repealed in its entirety
3.35.020 Contents of pamphlet - Hereby repealed in its entirety

Publish: August 25, 2023
Bill: Auditor's Office

Loni Gores, MMC, Clerk of the Board

Ordinance _____

An ordinance repealing in its entirety
Chapter 3.35, of the Clallam County Code, Voters' Pamphlet

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 3.35.010, Local voters' pamphlet authorized:

~~Publication and distribution of a local voters' pamphlet, and appearances by other units of local government therein, in conformity with the provisions of Chapter 29.81A RCW, is hereby authorized. Said pamphlet may be published for any primary, general or special election. The authority to decide whether or not to publish a local voters' pamphlet is vested in the Clallam County Auditor.~~
Hereby repealed in its entirety

Section 3.35.020, Contents of pamphlet:

~~If the Clallam County Auditor determines that a voters' pamphlet shall be published, the pamphlet shall provide information on all measures and on all candidates for elective office and shall include matters required by Chapter 29.81A RCW including, but not limited to, identification of the pamphlet and participating jurisdictions; the date of the primary or election; information on how a person may register to vote and obtain an absentee ballot; the text of each measure accompanied by an explanatory statement and arguments for and against the measure; arguments for and against each measure; and candidates' statements which may also include candidates' photographs.~~
Hereby repealed in its entirety

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, MMC, Clerk of the Board

_____
Mike French

DRAFT

6

AUG 14 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services / BOCC

WORK SESSION ☒ **Meeting Date: 8-14-23**

REGULAR AGENDA ☒ **Meeting Date: 8-22-23**

Item summary:

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

Executive summary:
RCW 82.14.460 Sales and use tax for chemical dependency or mental health treatment services or therapeutic courts, also known as the Behavioral Health Sales Tax received an update in 2023. This update adds additional allowable use of the fund for "the modification of existing facilities to address health & safety needs necessary for the provision, operation, or delivery of substance use disorder or mental health treatment programs or services". The change in CCC 5.05 reflects these updates. Review Ordinance and request a call for hearing to be held Tuesday, September 5, 2023 at 10:30 a.m.
This Ordinance has been reviewed and approved by the Prosecuting Attorney's Office.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review Ordinance and request a call for hearing to be held Tuesday, September 5, 2023 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Jenny Oppelt – Health and Human Services and Dee Boughton – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Health and Human Services and Prosecuting Attorney's Office

Date submitted: August 7, 2023

PUBLIC HEARING

An ordinance amending Clallam County Code
|Chapter 5.05 Sales and Use Tax for Chemical Dependency and Mental Health Treatment

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday September 5, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://wa-clallamcounty.civicplus.com/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

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

FORMAL IDENTIFICATION: Clallam County Code Chapter 5.05 Sales and Use Tax for Chemical Dependency and Mental Health Treatment

SUMMARY OF PROPOSED CHANGES:
5.05.050 Use of Funds
Monies deposited in such fund shall be used solely for the purposes authorized by the laws of the State of Washington including providing new or expanded substance use disorder or mental health treatment services, ~~and for~~ the operation of new or expanded therapeutic court programs, the modification of existing facilities to address health & safety needs necessary for the provision, operation, or delivery of substance use disorder or mental health treatment programs or services . "Programs and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated substance use disorder or mental health treatment program or service.

Publish: August 25, 2023
Bill: Health and Human Services Department

Loni Gores, MMC, Clerk of the Board

Ordinance _____

An ordinance amending Chapter 5.05 of the Clallam County Code,
Sales and Use Tax for Chemical Dependency and Mental Health Treatment

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.05.050, Use of funds, is amended to read as follows:

Monies deposited in such fund shall be used solely for the purposes authorized by the laws of the State of Washington including providing new or expanded substance use disorder or mental health treatment services, ~~and for~~ the operation of new or expanded therapeutic court programs, the modification of existing facilities to address health & safety needs necessary for the provision, operation, or delivery of substance use disorder or mental health treatment programs or services . "Programs and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated substance use disorder or mental health treatment program or service.

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST: _____
Randy Johnson

_____ _____
Loni Gores, MMC, Clerk of the Board Mike French

DRAFT

7

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8-14-23**

REGULAR AGENDA ☒ **Meeting Date: 8-22-23**

Item summary:

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

Executive summary:

RCW 82.14.370 Sales and Use tax for public facilities in rural counties received an update in 2023. The update adds additional allowable use of the funds to "Provide affordable workforce housing infrastructure or facilities". The change to CCC 5.40 Opportunity Fund Program will reflect this update.

Review Ordinance and request a call for hearing to be held Tuesday, September 5, 2023 at 10:30 a.m.

This Ordinance has been reviewed and approved by the Prosecuting Attorney's Office.

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

None.

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

Review Ordinance and request a call for hearing to be held Tuesday, September 5, 2023 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department, and Dee Boughton – Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Finance Department, and Prosecuting Attorney's Office

Date submitted: August 8, 2023

PUBLIC HEARING
An ordinance amending Clallam County Code
Chapter 5.40 Opportunity Fund Program

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday September 5, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website https://wa-clallamcounty.civicplus.com/228/Comment-on-Proposed-Ordinances-Policies

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

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

FORMAL IDENTIFICATION: Clallam County Code Chapter 5.40 Opportunity Fund Program

SUMMARY OF PROPOSED CHANGES:
Section 5.40.041, Use of proceeds, is amended to read as follows:

(1) Moneys received from this tax shall only be used by Clallam County for the following purposes:

(a) The financing of public facilities serving economic development purposes in accordance with Washington statutes. The public facility must be listed as an item in the officially adopted Clallam County overall capital facilities plan, or the economic development section of Clallam County's comprehensive plan, or the comprehensive plan of a city or town located within Clallam County; or provide affordable workforce housing infrastructure or facilities.

Publish: August 25, 2023
Bill: Board of Commissioners Office

Loni Gores, MMC, Clerk of the Board

Ordinance _____

An ordinance amending Chapter 5.40 of the Clallam County Code,
Opportunity Fund Program

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.40.041, Use of proceeds, is amended to read as follows:

(1) Moneys received from this tax shall only be used by Clallam County for the following purposes:

(a) The financing of public facilities serving economic development purposes in accordance with Washington statutes. The public facility must be listed as an item in the officially adopted Clallam County overall capital facilities plan, or the economic development section of Clallam County's comprehensive plan, or the comprehensive plan of a city or town located within Clallam County; or provide affordable workforce housing infrastructure or facilities.

(b) To finance the compensation of personnel in "economic development offices" as that term is defined in State law.

(2) For the purposes of this section, "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the State of Washington.

(3) For purposes of this section, "economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in Clallam County. Economic development purposes may be accomplished through construction of public facilities that have direct job creation or by construction of public facilities, such as infrastructure, that create an environment for business development and job creation.

(4) Costs for administration of the Opportunity Fund shall be charged to the fund in accordance with the County's administrative policies and cost allocation plan.

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, MMC, Clerk of the Board

_____
Mike French

DRAFT

8

AGENDA ITEM SUMMARY

AUG 1 4 2023

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 8/14/23**

REGULAR AGENDA ☒ **Meeting Date: 8/22/23**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 811-23-07

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: As part of the Sheriff's Office efforts to enhance community access to services, we would like to add online reporting as an available feature. County residents will be able to select this service from a link on our website and follow the prompts to report on various crimes including burglaries, identity theft, lost property, malicious mischief, and theft. Residents will then be able to choose if they wish future notifications about the progress of their case and if they would like to print their final case report. This will allow us to more fully capture this information, which previously may have gone unreported due to the inability or inconvenience to residents of coordinating with a deputy. Not only will this feature be easier for our community, it will also allow greater scheduling flexibility for our deputies and reduce public records requests for case reports.

Budgetary impact: Annual cost of this software is $13,020 and has been included in the 2024 budget packet.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 8/8/23

Order No. 1
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 1 ("**Order**") is entered into this _____ day of _____, 20__ ("**Order Effective Date**") between Clallum County Sheriff's Office ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("**DORS**") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

   3.1. Services. DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

   3.2. Setup and Access.

   Agency Responsibilities.

   a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
   b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
   c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
   d) Provide Provider with the schema for the desired file format and/or database schema;
   e) Enable Provider read /write access and test environment with current configuration
   f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
   g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities.

a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
c) Provide Agency with administrator password and credentials for the Services.
d) Provide Agency with sample operational directives, deployment strategies and sample press release.
e) Provide Agency with suggestions for the successful deployment of the Services.
f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.
This task is considered complete after Provider has delivered listed materials.

3.3. Configuration.

Agency Responsibilities.

a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
c) Test the optional interface with the RMS application.
d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
e) Provide necessary files for RMS integration.

Provider Responsibilities

a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
b) Configure export routine for the optional RMS Interface with information provided.
c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria
This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

3.4. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.

3.5. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.

3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

5. **FEES AND PRICE ADJUSTMENTS.** The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

5.1. The Agency Fee is _____ ($_____).

5.1.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

5.1.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

5.1.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

5.1.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

5.1.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

5.2. **Monthly Services Fees**. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Eighty Five Dollars and 00/100 ($1085) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Clallam County**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____	Signature: _____
Printed Name: Mark Ozias	Printed Name: William S. Madison
Title: Clallam County Commissioner, Chair of the Board	Title: Executive Vice President
Date: _____	Date: _____

Approved as to Form
Deputy Prosecutor

Confidential and Proprietary Information of LexisNexis

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("**Agreement**") is dated _____, 20_____ ("**Effective Date**") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and Clallum County Sheriff's Office, with its principal place of operations at 223 E 4th St, Port Angeles, WA 98362 ("**Agency**"). Provider and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "**Services**") as described in an applicable order to this Agreement ("**Order**"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "**Report**"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

(a) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

(b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and

(c) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

(d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

(e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

(f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

(g) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

(h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

(a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

(b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

(c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

(d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "**Confidential Information**" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency ("**FOIA**"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Clallam County**

Signature: _____

Print Name: Mark Ozias

Title: Clallam County Commissioner,

Chair of the Board

Date: _____

Approved as to Form
Deputy Prosecutor

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:

   (a) provide immediate written notice to:

      (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
      (ii) via email to (security.investigations@lexisnexis.com); or
      (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and

   (b) promptly investigate the situation; and
   (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
   (d) if required by law, or in Provider' discretion, Agency shall:

      (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
      (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

   (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
   (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

   In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

9

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 8/14/23**

REGULAR AGENDA ☒ **Meeting Date: 8/22/23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 813-23-02
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office has historically contracted with the Olympic Peninsula Humane Society (OPHS) for animal sheltering services based on law enforcement needs as well as on behalf of the residents of Clallam County. Previously this has been renewed and renegotiated on a periodic basis, but this amendment will allow the existing contract to remain in effect indefinitely unless terminated, provides stronger language on prioritizing services for county residents, and allows for price adjustments based on Consumer Price Index (CPI) changes. These cost changes will be established in alignment with our budgeting cycle, allowing for predictable changes we can plan for.

Budgetary impact: No change to current year's budget. Price escalators are included for future built-in adjustments on the annual budget cycle.

Recommended action: BOCC approval of this contract amendment

County Official signature & print name: _____ Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 8/8/23

Contract 813-23-02

PERSONAL SERVICES AGREEMENT
AMENDMENT 1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Olympic Peninsula Humane Society

Address: 1743 Old Olympic Highway / POB 3124

Port Angeles, WA 98362

Phone №: 360-457-8206

(hereinafter called "Contractor") and changes the following expiration and attachments of Agreement 813-23-01 entered into on March 30, 2023.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence upon final signature and shall remain in effect unless terminated as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2023.

OLYMPIC PENINSULA HUMANE SOCIETY

Luanne Hinkle

Luanne Hinkle, Executive Director

Date: 7/10/23

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mark Ozias, Chair

Date: _____

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

Animal Sheltering

1. Shelter Facilities: The Contractor shall furnish and maintain shelter facilities and necessary equipment for handling impounded dogs and cats brought to the Contractor by the County Sheriff's office and dogs and cats brought to the Contractor by the public residing in the County. These facilities shall include, but not be limited to the following:

A. Dog and cat kennels (minimum 20 dog and 25 cat kennels).
B. An isolation room having a complete covered kennel for dangerous dogs impounded, and rabies quarantine.
C. A separate room for storing feed.
D. Facilities for the humane disposal of sick, injured and dead animals.
E. Secure and accessible after hours receiving areas for animals brought to the shelter by the Sheriff's office.
F. An external security fence.

The Contractor shall properly maintain the facilities and equipment in a clean and sanitary manner and will not permit any condition to exist that would constitute a public nuisance.

2. Hours of Operations: The Contractor shall, as a minimum requirement, keep the shelter facilities open to the public a minimum of 25 hours per week, 5 of which shall be on Saturday, or other such hours as approved by the County Project Manager. Such hours shall be posted. During such other hours the Sheriff's office may have access to the shelter via access codes.

3. Keys: The Contractor shall furnish the Sheriff's office with the access codes to enter the shelter and other keys necessary for him/her to perform official duties at the shelter.

4. Receipt and Care of Animals: The Contractor shall receive all dogs and cats brought to the shelter by the Sheriff's office. The Contractor shall receive stray dogs and cats brought to the shelter by the residents of the County during the regular business hours of the shelter. The Contractor shall accept owner-surrendered dogs and cats of county residents within 3 business days of being notified by the owner, except if the animal is dangerous or potentially dangerous then the Contractor will receive it as soon as the next business hours allow. The Contractor will prioritize animal housing capacity to ensure that the receipt of animals brought in by the Sheriff's Office or County residents can occur. In the event the Contractor is over capacity and cannot provide available space within a timeline established by the Sheriff's Office, contracted payments will cease. The Contractor shall hold animals received into the shelter and properly care for them pursuant to applicable sections of Title 17 of the Clallam County Code. The Contractor shall give the best reasonable care and treatment to all its creatures in its custody and control, making certain they are comfortably housed and adequately fed. Animals received by the shelter during non-business hours shall be officially cared for as soon as feasible.

The Contractor shall maintain a record of each animal under this contract. At a minimum, such record shall consist of the type of animal, the beginning and ending dates of housing, the length of stay, the name, address and telephone number of the owner or person bringing in the animal, and the disposition of the animal. The contractor shall, upon request, make these records available for inspection and/or make copies as requested.

The Contractor shall be responsible to make reasonable attempts, and with due diligence, to identify and contact the animal owner as soon as possible after the animal is housed by the Contractor and prior to destruction or adoption of the animal.

The Contractor shall make every reasonable effort to find suitable homes for each adoptable animal received. The Contractor shall not adopt out or rehome any animal that has, unprovoked, bitten or threatened a human. Any animal that would be declared Potentially Dangerous or Dangerous under Title 17 of the Clallam County Code for an incident involving a human shall be destroyed after any applicable waiting period. If the incident involved another animal the Contractor may confer with the Sheriff's Department Animal Control Deputy as to the disposition of the animal.

5. Referral of Complaints: When the Contractor receives complaints of violations of state or local ordinances regarding animal cruelty, potentially dangerous dogs, or dangerous dogs occurring in the unincorporated areas of Clallam County, such complaints shall be immediately referred to the Sheriff's office.

6. Animal Traps: The Contractor shall furnish and maintain a suitable number of traps for the live capture of animals and loan said traps to County residents upon request. At a minimum, the Contractor shall maintain 4 cat traps and 1 dog trap. At the time of the loan, the Contractor shall instruct residents on the proper use of traps and the proper care and handling of captured animals. The Contractor may collect a deposit and/or fee as agreed between the Contractor and the County.

7. Records of Lost and Found Animals: Reports of lost or found animals from County citizens will be referred directly to the Contractor. The Contractor shall make information concerning lost and found animals available to citizens requesting the information. The Contractor shall use due diligence in making every reasonable effort to compare unidentified County dogs to the lists and to return animals which appear to be from the list, to their owners.

8. Complaints or Inquires Regarding Sheriff's Investigations: Complaints and inquiries from citizens or the media regarding cases being investigated by the Sheriff's office shall be referred to the Sheriff's Office Administrative Staff. The Contractor shall notify the Sheriff's office of all inquiries or complaints received.

9. Staff:

A. The Contractor shall be registered in euthanasia by lethal injection, in accordance with RCW 69.50.310, and shall employ or contract with a minimum of one qualified handlers. Copies of such certification shall be provided within 90 days of signing of this agreement.
B. The Contractor shall maintain a telephone service and office personnel necessary for receiving inquiries from County residents with respect to animals impounded or delivered to the Contractor.
C. The Contractor shall ensure that all of its employees act in a professional and businesslike manner and that no rude or unseemly actions or attitudes are tolerated in their day to day dealings with the public.
D. The contractor shall provide adequate training to its employees to satisfactorily perform the obligations of this agreement.

10. Animals Left After Hours: The Contractor shall maintain after hours receiving areas which are available to the Sheriff's Office during non-business hours. The Sheriff's Office will identify animals which are left after hours as coming from County residents.

11. Fees: The Contractor may charge fees as listed in Title 17 of the Clallam County Code. Any changes to fees shall be approved by the County prior to implementation.

Animal Licenses

1. Issuance of Licenses: The Contractor shall sell animal licenses in accordance with applicable County ordinance provisions for all County animals without approved license. The Contractor shall develop programs and activities intended to increase compliance with animal license requirements by County residents.

2. Maintenance of License Recording System: The Contractor shall maintain a computerized license system in a current status and shall provide reports to the Sheriff's Office as requested. The report shall include a listing of all current animal licenses. (Note:County no longer sells licenses)

3. Licensing Items: The Contractor shall purchase and maintain sufficient license forms and animal tags and shall distribute them, free of charge, to the County and other license vendors upon request.

COMPENSATION

1. Compensation for Sheltering:

   The County shall pay to the Contractor an annual amount divided into quarterly payments processed January, April, July, and October for services to be rendered in that quarter. The annual compensation for 2023 was set at $125,000, and will be adjusted annually starting in 2024, based on the CPI change for the preceding April to April posted by the U.S. Bureau of Labor Statistics, with a maximum annual increase of 5%.

2. Compensation for Sheltering beyond normal scope of work:

   Should an animal be kept at the shelter for a law-enforcement reason outside of the normal scope of work of the shelter as defined in this agreement; and due to the nature of this reason the animal is required to be held longer than 96 (ninety-six) hours, the daily rate as set forth in the County Fee Schedule 471-A for a special care animal may be billed directly to the Sheriff's Office beginning at the end of the 96 (ninety-six) hours.

3. Other Compensation:

   The Contractor may retain Cage and Trap Rental Fees received from County citizens.

4. Compensation for Sale of Animal Licenses:

   The Contractor may retain all revenue obtained from the sale of County animal licenses.

5. Potentially Dangerous and Dangerous Dog Registration and Licensing:

   The County will register and license potentially dangerous and dangerous dogs and will retain all revenue obtained from these transactions.

10

AGENDA ITEM SUMMARY

AUG 14 2023

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 8/14/23**

REGULAR AGENDA ☒ **Meeting Date: 8/22/23**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 815-23-02

☐ **Resolution** ☐ **Proclamation** ☐ **Budget Item**

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This is the fifth amendment to contract 815-22-02, and extends the timeframe of services provided until December 31, 2023. The on-going staffing shortage in the jail necessitates the continuance of contracted personnel to provide the security detail for the courtrooms and courthouse.

Budgetary impact: These contracted costs will be borne by the Sheriff's Office Jail Budget, using the salary money assigned to empty positions until such time as those positions are filled.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Don Wenzl

Relevant Departments: Sheriff

Date submitted: 8/9/23

PERSONAL SERVICES AGREEMENT
AMENDMENT 5

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Norpoint Protective Services

Address: 1010 South C Street

Port Angeles, WA 98363

Phone №: 877.667.7676

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Attachment A – Scope of Work
☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

This agreement is modified to continue security services for the Courthouse and Juvenile and Family Services courtroom.

The term of this Amendment shall commence on the 1st day of September 2023 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2023. This contract may be extended with a review of rates, services, and needs of CCSO and County Administrative staff. Review and contract writing will need to commence on December 5 and be completed by December 15, 2023. .

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of August 2023.

CONTRACTOR

Steven Bentley, Norpoint Protective Services

Title: CSO

Date: 8/9/2023 ~~2023~~

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

1. Norpoint Protective Services (NPS) will provide security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.

2. NPS will provide two properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from September 1, 2023 until December 31, 2023.

3. Starting September 1, 2023 until December 31, 2023, NPS will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to ten hours per week, on a schedule to be determined and flexible based on that court schedule each week.

4. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, BOCC public meetings on Tuesdays and be posted at the security office on the 3rd floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, a NPS security officer will be posted in or near the juvenile courtroom.

5. NPS will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an NPS supervisor and CCSO contract manager.

6. Due to any state of emergency, pandemics, or other uncontrollable mitigating factors, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, the client, as conditions worsen or lessen, at our sole discretion, while providing the required security coverage.

7. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.

8. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.

9. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.

10. All Invoices will be based on actual costs.

COMPENSATION

☒ **HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

SERVICE	RATE	DURATION	ANTICIPATED TOTALS
Courthouse Security Officer	$55.00 per hour	8 hours per day (8:30am to 4:30pm) Closed weekends and holidays.	81 Days $35,640.00
Courthouse Security Officer	$55.00 per hour	8 hours per day (8:00am to 4:00pm) Closed weekends and holidays.	81 Days $35,640.00
Juvenile Services Security Officer	$55.00 per hour	Ten (10) hours per week, scheduled based on court schedule.	17 weeks $9,350.00
TOTAL			**$80,630.00**

Payments for completed tasks shall be made no more frequently than ☒ every two weeks.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested

In no event shall Contractor be compensated in excess of EIGHTY THOUSAND, SIX HUNDRED THIRTY DOLLARS and ZERO CENTS ($80,630.00) for the completed work set forth in Attachment "A."

2. AND

☒ The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

11

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 08/14/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/22/2023**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 100511-23-DOE-MRW

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Washington State Department of Ecology (Ecology) offered Clallam County Health and Human Services $105,000.00 (total project cost)/$78,750.00 (75% Ecology share) in the Local Solid Waste and Financial Assistance (LSWFA) grant for moderate risk waste activities. This is a two-year grant, July 1, 2023 – June 30, 2025, and continues the activities associated with previous LSWFA grants. Clallam County Environmental Health focuses on moderate risk education and outreach as described in the County's Hazardous Waste Plan. CCEH will coordinate satellite HHW collection event(s) in Forks.

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?** ☐

Revenues and expenditures planned in the 2023/2024 budgets. No changes are anticipated.

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

Review and sign contract (DocuSign) with Ecology for moderate risk waste activities.

County Official signature & print name: Kevin LaPlante

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon and Eli Owens

Relevant Departments: HHS

Date submitted: August 9, 2023

---

* Work Session Meeting - Submit 1 single sided/not stapled copy DRAFT 2023 Agenda Item Summary Contract - MRW**100511-23-DOE-MRW**

** 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

100511-23-DOE-MRW

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SWMLSWFA-2023-ClCHHS-00208

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY HEALTH AND HUMAN SERVICES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM COUNTY HEALTH AND HUMAN SERVICES, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	P&I Clallam Co HHS
Total Cost:	$105,000.00
Total Eligible Cost:	$105,000.00
Ecology Share:	$78,750.00
Recipient Share:	$26,250.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:
Clallam County Health and Human Services will spend $105,000 to hold Household Hazardous Waste cleanup events, educate residents and small business on proper moderate risk waste management, and create a public-facing interactive GIS map detailing recycling, reuse and disposal options.

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: CLALLAM COUNTY HEALTH AND HUMAN SERVICES

Federal Tax ID: 91-6001298
UEI Number: JV6JJNELRBS5

Mailing Address: 111 East 3rd Street
Port Angeles, WA 98362

Physical Address: 111 East 3rd Street
Port Angeles, Washington 98362

Organization Email: jgarcelon@co.clallam.wa.us
Organization Fax: (360) 417-2583

Contacts

Project Manager	Eli Owens Environmental Health Specialist 111 East 3rd Street Port Angeles, Washington 98362-3000 Email: eli.owens@clallamcountywa.gov Phone: (360) 417-2358
Billing Contact	DeeDee Crabb 223 E. 4th Street Port Angeles, Washington 98362 Email: deanna.crabb@clallamcountywa.gov Phone: (360) 417-2293
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Peter Lyon Date
Solid Waste Management
Acting Program Manager

Template Approved to Form by
Attorney General's Office

CLALLAM COUNTY HEALTH AND HUMAN SERVICES

By: _____

Mark Ozias Date
Commissioner

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1 **Task Cost:** $105,000.00

Task Title: MRW Collection and Management

Task Description:

RECIPIENT will coordinate collection event(s) on the west side of Clallam County for Household Hazardous Waste (HHW) collection.

RECPIENT will not accept waste from businesses that designate as Small Quantity Generators (SQG) at these events. RECIPIENT will provide technical assistance to SQG businesses on the proper handling, storage, disposal and recycling of their hazardous waste and on least toxic alternatives.

RECIPIENT is not participating in the PaintCare product stewardship program and will be implementing special collection events. ECOLOGY encourages RECIPIENT to contact PaintCare to coordinate their presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT.

RECIPIENT will conduct outreach to Clallam County residents on the proper handling, storage and disposal of Household Hazardous Waste (HHW), and on least toxic alternatives. This outreach will also promote the use of the Moderate Risk Waste (MRW) facility located in and operated by the City of Port Angeles through a separate LSWFA agreement. Outcomes from their work will be tracked and reported under their agreement.

RECIPIENT will develop a GIS Map Application where all disposal and recycling options for Household Hazardous Waste (HHW), Moderate Risk Waste (MRW), Solid Waste, and Recyclable Materials are displayed for public outreach and education. This application will serve as a central hub for the entire County for where, what, how, why, and when regarding waste disposal and recycling.

In accordance with provisions 3 and 19 of the General Terms and Conditions of this Agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval 10 business days prior to production and distribution of materials.

RECIPIENT may contract or purchase services for assistance to implement this Task. Reimbursement for costs incurred by contractor(s) or purchased services to implement work identified in this Task are subject to the same eligibility and reimbursement requirements as the RECIPIENT.

Task Costs eligible for Reimbursement
- Staff salaries and benefits, and indirect charges up to 30%
- Costs to develop, print or post online, and distribute promotional, educational and outreach materials
- Contractor costs
- Costs not listed here but approved in writing by ECOLOGY

Task Costs Ineligible for Reimbursement
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week

- Disposal costs for the management of waste accepted from businesses that designate as Small Quantity Generators
- Costs at collection events that are covered by product stewardship organizations
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to provide residents with a safe and convenient drop off options for their Household Hazardous Waste (HHW) in an effort to improve the quality of the environment by providing an alternative to illegal dumping and or improper disposal of this material, and to provide MRW education to residents and businesses.

Task Expected Outcome:

With the task budget, RECIPIENT estimates,

4000 pounds of HHW collected and managed

Recipient Task Coordinator: Eli Owens

MRW Collection and Management

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG230396

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	P&I Clallam Co HHS	Funding Type:	Grant
Funding Effective Date:	07/01/2023	Funding Expiration Date:	06/30/2025

Funding Source:

Title:	Model Toxics Control Operating Account (MTCOA)
Fund:	FD
Type:	State
Funding Source %:	100%
Description:	Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

P&I Clallam Co HHS	Task Total
MRW Collection and Management	$ 105,000.00
	Total: $ 105,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
P&I Clallam Co HHS	25.00 %	$ 26,250.00	$ 78,750.00	$ 105,000.00
Total		**$ 26,250.00**	**$ 78,750.00**	**$ 105,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

12

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 08/14/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/22/2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 100511-23-DOE-SWE
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Washington State Department of Ecology (Ecology) offered Clallam County Health and Human Services $177,853.33 (total project cost)/$133,390 (75% Ecology share) in the Local Solid Waste and Financial Assistance (LSWFA) grant for solid waste activities. This is a two-year grant, July 1, 2023 – June 30, 2025, and continues the activities associated with previous LSWFA grants. The monies will be used for solid waste enforcement activities, including permitting and inspecting solid waste facilities, reviewing environmental reports and data, education and outreach, and solid waste complaint investigations.

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?** ☐

Revenues and expenditures planned in the 2023/2024 budgets. No changes are anticipated.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and sign contract (DocuSign) with Ecology for solid waste enforcement activities.

County Official signature & print name: KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon and Eli Owens

Relevant Departments: HHS

Date submitted: August 9, 2023

10054-23-DOE-SWE

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SWMLSWFA-2023-ClCHHS-00203

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY HEALTH AND HUMAN SERVICES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM COUNTY HEALTH AND HUMAN SERVICES, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	SWE Clallam Co HHS
Total Cost:	$177,853.33
Total Eligible Cost:	$177,853.33
Ecology Share:	$133,390.00
Recipient Share:	$44,463.33
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Solid Waste Enforcement

Project Short Description:
Clallam County Health and Human Services will spend $177,853.33 to monitor solid waste handling facilities for compliance with rules and regulations, resolve solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: CLALLAM COUNTY HEALTH AND HUMAN SERVICES

Federal Tax ID: 91-6001298
UEI Number: JV6JJNELRBS5

Mailing Address: 111 East 3rd Street
Port Angeles, WA 98362

Physical Address: 111 East 3rd Street
Port Angeles, Washington 98362

Organization Email: jgarcelon@co.clallam.wa.us
Organization Fax: (360) 417-2583

Contacts

Project Manager	Eli Owens Environmental Health Specialist 111 East 3rd Street Port Angeles, Washington 98362-3000 Email: eli.owens@clallamcountywa.gov Phone: (360) 417-2358
Billing Contact	DeeDee Crabb 223 E. 4th Street Port Angeles, Washington 98362 Email: deanna.crabb@clallamcountywa.gov Phone: (360) 417-2293
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Peter Lyon Date
Solid Waste Management
Acting Program Manager

Template Approved to Form by
Attorney General's Office

CLALLAM COUNTY HEALTH AND HUMAN SERVICES

By: _____

Mark Ozias Date
Commissioner

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1 **Task Cost:** $177,853.33

Task Title: Solid Waste Enforcement

Task Description:

Activity – Solid Waste Handling Facility/Site Compliance (Permitted/Exempt):

The following work is expected to be performed under this activity by the RECIPIENT,

Compliance monitoring at solid waste handling facilities and sites using the following regulations as applicable to each facility or site:

- Chapter 173-350 WAC Solid Waste Handling Standards
- Chapter 173-351 WAC Criteria for Municipal Solid Waste Landfills
- Chapter 173-304 WAC Minimum Functional Standards for Solid Waste Handling
- All related local solid waste regulations or codes

Monitoring of facilities or sites requiring a permit will be accomplished through:

- Issuing or renewing permits
- At least one (1) inspection annually at each permitted facility or site
- Oversight and technical assistance
- Review of groundwater data
- Annual review of financial assurance

RECIPIENT will complete at least one (1) inspection per calendar year at each permitted solid waste facility. RECIPIENT will track facilities monitored and include the information in quarterly progress reports, including uploading a copy of inspection reports conducted in the quarter. RECIPIENT will file all issued permits to ECOLOGY.

A list of facilities by name and permit status is located in the uploads form on the EAGL Application Menu page.

New solid waste permit applications and notices of exemption considered during the Agreement period for facilities not identified under this task may be managed under this Agreement.

RECIPIENT costs covered by solid waste facility fees for inspections, permit issuance or renewal are not eligible for reimbursement.

Activity – Solid Waste Investigation, Assistance and Enforcement:

The following work is expected to be performed under this activity by the RECIPIENT,

- Track the number of complaints received separate from the numbers of complaints resolved
- Offer technical assistance about solid waste regulations and how to prevent violations; track the number of technical assistances provided

- Investigate solid waste related complaints or concerns; track each investigation separately even if at the same location
- Assist in the proper handling of abandoned or illegally stored junk or nuisance vehicles (at RECIPIENT's discretion)
- Enforce as necessary
- Provide public education about proper handling and disposal methods, and how to prevent violations

Costs Eligible for Reimbursement:
- RECIPIENT employee salaries and benefits
- RECIPIENT employee participation in trainings, workshops and/or conferences must be pre-approved by ECOLOGY if not already listed as eligible in this scope of work
- RECIPIENT must follow the State of Washington travel requirements as prescribed in Chapter 43.03 of the RCW and Chapter 10 of the State Administrative & Accounting Manual from the Office of Financial Management. Travel costs, including per-diem, are reimbursed up to the state rate
- Costs not specifically identified in the task's scope of work, but pre-approved in writing by Ecology

Costs Not Eligible for Reimbursement:
- Overtime compensation unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Costs not supported with required documentation
- Costs not specifically identified in the task's scope of work or pre-approved in writing by Ecology

Task Goal Statement:
The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations. RECIPIENT expects to accomplish this goal by providing technical assistance and education, compliance monitoring, and enforcement when necessary.

Task Expected Outcome:
With the task budget, RECIPIENT estimates,

22 Permitted facilities renewed
75 Complaints resolved
75 Permitted facilities inspected
2 Exempt facilities inspected

Recipient Task Coordinator: Eli Owens

Solid Waste Enforcement

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG230368

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SWE Clallam Co HHS
Funding Type: Grant
Funding Effective Date: 07/01/2023
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SWE Clallam Co HHS	Task Total
Solid Waste Enforcement	$ 177,853.33

Total: $ 177,853.33

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SWE Clallam Co HHS	25.00 %	$ 44,463.33	$ 133,390.00	$ 177,853.33
Total		**$ 44,463.33**	**$ 133,390.00**	**$ 177,853.33**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

13

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: August 14, 2023**

REGULAR AGENDA ☒ **Meeting Date: August 22, 2023**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#13

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Attached is Consolidated Contract Amendment #13 between Department of Health and Clallam County Health and Human Services. As proposed, the amendment will decrease the allocation by $43,933.

Consolidated Contract Amendment adds Statements of work to the On-site Implementation, Shellfish, and Immunizations; and amends Statement of Work to Injury & Violence Prevention Overdose Data to Action; Group A water systems, OSS Implementation, and WIC Nutrition Program.

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

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

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: August 9, 2023

CLALLAM COUNTY BUDGET CHANGE FORM

COPY

Date Submitted: **Budget Hearing/Meeting Date:**

_X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.511	**Budget Name**	HHS – Environmental Health

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	33404.93.0000	Shellfish Con Con	5,000
00100.511	HHS – Env Health	33404.93.0040	On-site Implementation Con Con	33,333
Total				38,333

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	56256.31.0020	Operating Supplies	3,000
00100.511	HHS – Env Health	56256.43.0010	Travel Business	2,000
00100.511	HHS – Env Health	56254.41.0020	Professional Services	33,333
Total				38,333

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31005 **AMENDMENT NUMBER: 13**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL: https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c

   ☒ Adds Statements of Work for the following programs:

   Foundational Public Health Services (FPHS) - Effective July 1, 2023
   Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023
   OSS LMP Implementation - Effective July 1, 2023
   Recreational Shellfish Activities -Effective July 1, 2023

   ☒ Amends Statements of Work for the following programs:

   Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022
   Office of Drinking Water Group A Program - Effective January 1, 2022
   OSS LMP Implementation - Effective January 1, 2022
   WIC Nutrition Program - Effective January 1, 2022

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-13 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-12 Allocations as follows:

   ☒ Increase of **$1,341,363** for a revised maximum consideration of **$5,833,947**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

EXHIBIT B-13
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: June 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY24 USDA WIC Client Svs Contracts	**NGA Not Received**	**Amd 13**	**10.557**	**333.10.55**	**10/01/23**	**12/31/23**	**10/01/23**	**12/31/23**	**$2,588**	**$58,301**	**$474,714**
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10	10.557	333.10.55	10/01/23	12/31/23	10/01/23	12/31/23	$55,713		
FFY23 USDA WIC Client Svs Contracts	**7WA700WA7**	**Amd 13**	**10.557**	**333.10.55**	**10/01/22**	**09/30/23**	**10/01/22**	**09/30/23**	**$5,175**	**$232,638**	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	$183,775	$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.57	01/01/23	09/30/23	10/01/22	09/30/23	$2,800	$2,800	$2,800
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	$572	$572	$572
PS SSI 1-5 OSS Task 4	01JI8001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	$36,970	$36,970	$36,970
PS SSI 1-5 PIC Task 4	01JI8001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	($44,131)	$267,677	$267,677
PS SSI 1-5 PIC Task 4	01JI8001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	$311,808		
FFY23 Swimming Beach Act Grant IAR (ECY)	**01J74301**	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	$6,500	$6,500	$13,000
FFY22 Swimming Beach Act Grant IAR (ECY)	**01J74301**	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	$6,500	$6,500	
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	$58,979	$58,979	$114,661
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$32,090	$55,682	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$155,332	$249,749	$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$34,252	$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$109,690		
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	($35,254)	$187,476	$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$222,730		
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$359,803	$359,803	$359,803
FFY24 CDC VFC Ops	**NGA Not Received**	**Amd 13**	**93.268**	**333.93.26**	**07/01/23**	**06/30/24**	**07/01/23**	**06/30/24**	**$5,600**	**$5,600**	**$5,600**
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	$9,372	$9,372	$9,372
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	$68,654	$68,654	$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$40,704	$122,111	$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$81,407		

EXHIBIT B-13
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: June 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	($54,305)	$436,445	$436,445
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 12	93.323	333.93.32	08/01/23	09/30/23	08/01/23	09/30/23	$1,200	$1,200	$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,800	$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	$1,500	$1,500	
FFY23 MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	$66,916	$66,916	$123,180
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$6,077	$56,264	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$50,187		
State Drug User Health Program		Amd 12	N/A	334.04.91	07/01/23	12/31/23	07/01/23	12/31/23	$7,500	$7,500	$7,500
Rec Shellfish/Biotoxin		**Amd 13**	**N/A**	**334.04.93**	**07/01/23**	**12/31/24**	**07/01/23**	**06/30/25**	**$10,000**	**$10,000**	**$23,850**
Rec Shellfish/Biotoxin		Amd 11	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,350	$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$7,500		
Small Onsite Management (ALEA)		**Amd 13**	**N/A**	**334.04.93**	**07/01/24**	**12/31/24**	**07/01/23**	**06/30/25**	**$33,333**	**$33,333**	**$100,451**
Small Onsite Management (ALEA)		**Amd 13**	**N/A**	**334.04.93**	**07/01/23**	**06/30/24**	**07/01/23**	**06/30/25**	**$33,333**	**$33,333**	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$15,000	$15,000	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	($3,715)	$18,785	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$22,500		
Small Onsite Management (GFS)		**Amd 13**	**N/A**	**334.04.93**	**07/01/24**	**12/31/24**	**07/01/23**	**07/01/25**	**$8,334**	**$8,334**	**$8,334**
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$30,000	$30,000	$30,000
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$1,243,000	$1,243,000	$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	($690,000)	$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	($150,514)	$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	$690,000		
FPHS-Local Health Jurisdiction		**Amd 13**	**N/A**	**336.04.25**	**07/01/23**	**06/30/24**	**07/01/23**	**06/30/25**	**$1,243,000**	**$1,243,000**	**$1,243,000**
YR 25 SRF - Local Asst (15%) (FO-SW) SS		Amd 11	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$3,000	$3,000	$6,800
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	($1,600)	$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	$5,400		

EXHIBIT B-13
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: **CLH31005**
Date: **June 1, 2023**

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
Sanitary Survey Fees (FO-SW) SS-State		Amd 11	N/A	346.26.65	01/01/22	12/31/23	07/01/21	12/31/23	$3,000	$6,800	$6,800
Sanitary Survey Fees (FO-SW) SS-State		Amd 7, 11	N/A	346.26.65	01/01/22	12/31/23	07/01/21	12/31/23	($1,600)		
Sanitary Survey Fees (FO-SW) SS-State		Amd 1, 11	N/A	346.26.65	01/01/22	12/31/23	07/01/21	12/31/23	$5,400		
YR 25 SRF - Local Asst (15%) (FO-SW) TA		Amd 11	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	$1,000	$1,000	$2,000
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	$1,000	$1,000	
TOTAL									**$5,833,947**	**$5,833,947**	

Total consideration:	**$4,492,584**
	$1,341,363
GRAND TOTAL	**$5,833,947**

GRAND TOTAL	**$5,833,947**
Total Fed	**$2,622,726**
Total State	**$3,211,221**

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Periodic Distribution
☐ Other		

Period of Performance: July 1, 2023 through June 30, 2024

Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system's capacity and increase the availability of FPHS services statewide.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FPHS-LOCAL HEALTH JURISDICTION	99200840	N/A	336.04.25	07/01/23	06/30/24	0	1,243,000	1,243,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**1,243,000**	**1,243,000**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**FPHS funds to each LHJ** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$630,000
2	**Assessment Reinforcing Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$60,000
3	**Assessment – CHA/CHIP** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$30,000
4	**Lifecourse – Infrastructure & Workforce Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$360,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	**CD – Hepatitis C** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$30,000
6	**EPH Core Team – Climate-Change Response** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$80,000
7	**EPH Core Team – Lead Exposure** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$15,000
8	**EPH Core Team – Water System Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$38,000

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
  - Chris Goodwin, FPHS Policy Advisor, WSALPHO – cgoodwin@wsac.org, 564-200-3166
  - Brianna Steere, FPHS Policy Advisor, WSALPHO – bsteere@wsac.org, 564-200-3171

The intent of FPHS funding is outlined in RCW 43.70.512.

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs.

Stable funding and an iterative decision-making process – The FPHS Steering Committee's roles and responsibilities are outlined in the FPHS Committee & Workgroup Charter The Steering Committee is the decision making body for FPHS and operates under a consensus-based decision making model, outlined here. The Steering Committee use an iterative approach to decision making meaning additional tasks and/or funds may be added to a local health jurisdiction's (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Spending of FPHS funds – FPHS funds do not require pre-approval or pre-authorization to spend. FPHS funds are to assure FPHS services are available in each jurisdiction based on the FPHS Definitions (link) and as reflected in the SOW. Assurance includes providing FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff. **FPHS funds are eligible starting at the beginning of each state fiscal year (July 1) regardless of when funds are received by the LHJ, even if the expenditure occurred before the LHJ's contract was signed.**

These funds are not intended for fee-based services such as select environmental public health services. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June.

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

This Statement of Work is for the period of July 1, 2023-June 30, 2024 and may be included in multiple Consolidated Contracts (ConCons) which are based on the calendar year and renewed every three years.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Deliverables – FPHS funds are to be used to assure FPHS services statewide. The FPHS accountability process measures how funds are spent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. DOH, SBOH and local health jurisdictions have agreed to complete:

1. Reporting of spending and spending projections. Process timelines and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.

2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference.

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development
16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater

45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

Special References (i.e., RCWs, WACs, etc.):

FPHS Intent - RCW 43.70.512
FPHS Funding – RCW 43.70.515
FPHS Committee & Workgroup Charter
FPHS Steering Committee Consensus Decision Making Model

Activity Special Instructions:

Investments to Each LHJ:

1. **FPHS Funds to Each LHJ**
   These funds are allocated to be used to provide any programs and services within all of the FPHS Definitions. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

   Use BARS expenditure codes from the list above that most closely align with expenditure made.

Targeted Investments to Each LHJ:

2. **Assessment Reinforcing Capacity (FPHS definition G.2)**
   Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11

3. **Assessment – CHA/CHIP (FPHS definitions G.3)**
   Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11

4. **Lifecourse – Infrastructure & Workforce Capacity (FPHS definitions D, E, F)**
   Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60 or 70 or 80.

Targeted Investments to Select LHJs – Assuring FPHS Available in Own Jurisdiction:

5. **CD – Hepatitis C (FPHS definitions C.4.o-p)**
   Address Hepatitis C cases per guidance developed by the FPHS CD SME Workgroup and DOH's Hepatitis C Prioritization document with particular emphasis on lab surveillance and investigation of acute cases. Use BARS expenditure codes: 562.24.

EPH -- Core Teams (Applies to all EPH Core Team FPHS Investments) (FPHS definition B.1-7)

Each EPH Core Team investment is for LHJ staff to participate in a cross-jurisdictional topic-specific Core Team. The Core Teams are each tasked with developing one or more model program(s), intended to offer guidance for scalable environmental public health responses relating to their specific sub-topic area(s). Where it makes sense to do so, the Core Teams may also work on implementation of these model programs. The content and output of these model programs will vary depending on the needs and approaches specific to each sub-topic area.

Recipients of these Core Team FPHS funds are required to participate in the associated Core Team for each investment. Recipients may spend these funds towards staffing time necessary to participate and on FPHS-qualifying activities for the specific sub-topic area(s) attached to its associated investment. Each Core Team FPHS investment is distinctive from all other Core Team FPHS investments.

Core Teams exist outside the FPHS structure, in partnership between LHJs and WA DOH, with one co-lead from each. Model programs developed through Core Team work will be made available to all Washington public health agencies.

There are currently six EPH Core Teams. They are listed below, with their sub-topic area(s), as applicable.

- System-Wide Data Management Improvement
- Climate-Change Response
- Lead Exposure
- Water System Capacity
- Homelessness Response
- Safe & Healthy Communities

Clallam is receiving funds to participate in these EPH Core Teams:

6. **EPH Core Team – Climate-Change Response**
   This Core Team will address environmental health concerns related to climate and the effects of climate change.
   - Model program development will start with Wildfire Smoke and Harmful Algal Blooms, and may include other priorities and topics.

7. **EPH Core Team – Lead Exposure**
   This Core Team will work to ensure all children in Washington state with elevated blood lead get appropriate case management services, and to incorporate testing promotion and lead exposure prevention activities at a local level.

8. **EPH Core Team – Water System Capacity**
   The goal of this Core Team is to increase LHJ capacity for water resource management and planning.
   - Use BARS expenditure code: 562.43 or 53.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: September 1, 2022 through August 31, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to add level funding for Overdose Data to Action (OD2A) Year 3 Supplement. Clallam County Health & Human Services (CCHHS) will support Strategy 5 - Integration of State and Local Prevention Efforts, Strategy 6 - Establishing Linkages to Care, and Stratgey 9 - Empowering Individuals to Make Safer Choices.

Revision Purpose: The purpose of this revision is to make minor language edits to activity 5.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
FFY22 OVERDOSE DATA TO ACTION PREV	77520272	93.136	333.93.13	09/01/22	08/31/23	249,749	0	249,749
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**249,749**	**0**	**249,749**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Strategy 5: Foster ongoing collaborative relationships with community partners involved in overdose response.	Progress report: Report on meetings, events, and projects demonstrating collaboration with community partners.	Quarterly progress reports to DOH for all tasks. Due Dates: September-November due December 9, 2022. December-February due March 10, 2023. March-May due June 9, 2023.	Monthly invoices for actual cost reimbursement will be submitted to DOH. Total of all invoices will not exceed $249,749 through August 31, 2023. (See Special Billing Requirements below.)
2.	Strategy 6: Track current drug use patterns and overdose history and link overdose survivors to harm reduction and treatment services. They will collect and track non-HIPPA data for stimulant overdoses and HIPPA data for opioid overdoses (per Clallam County's declaration of opioid overdose as a reportable condition, as allowed by WAC 246-101-505 (3) granting each local health officer the authority to require the notification of additional conditions of public health importance occurring within the jurisdiction of the local health officer)	Progress report: Describe program design, procedures, and policies. Describe successes, challenges, and ongoing changes to program. Demonstrate how work aligns with OD2A logic model.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	through ESSENCE and only follow up with an individual if the overdose is disclosed in the SSP by those individuals. They have replaced the practice of cold calls to overdose survivors recognizing that outreach from trusted individuals with established relationships fosters more impactful long-term health and safety outcomes for overdose survivors.		June-August final report for this funding period due September 29, 2023.	
3.	Strategy 6: Establish linkages to care for people who have experienced opioid overdose including linking stimulant overdose survivors to evidenced-based treatment and wraparound services as needed. Clallam county will purchase Naloxone vending machines to increase low-barrier access to Naloxone.	Progress report: Report on how awareness and coordination of care was improved. Are there any changes in number of referrals or amount of awareness for evidence-based treatment? Were any policies or procedures developed?		
4.	Strategy 9: The Prevention Specialist will connect with MOUD providers and other treatment programs, as well as community outreach to people who use drugs. Clallam County will continue to distribute small items purchased in Y3 to overdose survivors and SSP participants to help encourage engagement in the program including personal hygiene items and warm clothes and supplies. Additional warmth and hygiene items will be purchased as needed. Clallam County will offer low-cost incentives to disproportionately affected populations in an effort to encourage engagement and retention in overdose prevention services. Drug test strips will be purchased to distribute to Harm Reduction Health Center participants and partner agencies such as clinics and treatment programs. They will also be distributed for use by participants to test their drugs, thus providing them with more information to engage in harm reduction, safety planning, and overdose prevention (paid for with redirected funding). Clallam County will continue social media advertising to reach individuals who are at risk of overdose due to polysubstance use. The prevention specialist will work with the communications team to develop materials for social media advertisements. Harm Reduction billboard messages will be displayed for 9 months. Harm Reduction social media	Progress report: Report on outreach endeavors with community partners. How was awareness increased on safer use practices? Provide media plan and data of outcomes. Report when fentanyl test strips are distributed, number of test kits distributed, and any feedback received. Demonstrate how work aligns with OD2A logic model.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	messaging will be "boosted" throughout Clallam County, and through other advertising and messaging avenues as needed. Clallam County will distribute and fentanyl test kits to people who use drugs and other community members when appropriate.			
5.	Dependent on LHJ need the county may purchase ~~and distribute~~ naloxone under prevention strategies *with the intent to distribute to priority populations.* Funding cannot be spent for naloxone until the LHJ submits a naloxone request form to DOH and receives written approval from DOH. Reimbursement for naloxone purchases will be allowable after written approval is provided by DOH.	Progress report, if applicable: a. Number of staff/volunteers trained to use and distribute naloxone kits i. If possible, please share the description/topics of the training b. Number of kits purchased and in inventory c. Number of people who received naloxone kits and education on use i. If possible, please share the description/contents of the provided education d. Number of nasal kits distributed i. If applicable, the number of kits distributed through vending machines and settings for vending machine locations ii. If possible, please share an average/estimate of number of kits/doses given per person e. Number of intramuscular kits distributed i. If possible, please share an average/estimate of number of kits/doses given per person f. Number of overdose reversals reported i. If known, please share the number of doses used per overdose reversal g. Do you plan to make any changes/updates in implementation or to the implementation plan? h. What have been successes/challenges in distribution? Please share any lessons learned or innovations.		
6.	Participate in quarterly calls with DOH and other grant partners. Share lessons learned and successes. More frequent one on one calls with DOH when needed.	Collaboration with other partners and DOH to improve statewide efforts to address the opioid/all drug epidemic.		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, subrecipients may not use funds to purchase furniture or equipment.
- No funds may be used for:
    - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
    - In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additional-requirements/index.html).
- Program funds cannot be used for implementing or expanding drug "take back" programs or other drug disposal programs (e.g. drop boxes or disposal bags), or directly funding or expanding direct provision of substance abuse treatment programs. Such activities are outside the scope of this Notice of Funding Opportunity (NOFO). As of November 2022, FFY22 Overdose Data to Action Funds may be used to purchase naloxone. Programs must receive prior approval from CDC, delivered as written approval from DOH, before purchasing naloxone.

Monitoring Visits (i.e., frequency, type, etc.):
DOH program staff may conduct site visits up to twice per funding year.

Billing Requirements:
Billing on an A19-1A invoice voucher must be received by DOH monthly. DOH must receive correct and complete invoices within 45 days of the end of the period of performance for this statement of work.

Special Instructions:
The following funding statement must be used for media (publications, presentations, manuscripts, posters, etc.) created using OD2A funding:
This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NU17CE925007, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 3

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor	☒ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Fixed Price
☐ Other		

Period of Performance: January 1, 2022 through December 31, 2023

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: The purpose of this revision is to identify Data Sharing Information.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
SANITARY SURVEY FEES (FO-SW) SS-STATE	24232522	N/A	346.26.65	01/01/22	12/31/23	6,800	0	6,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	3,800	0	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) (FO-SW) SS	24239225	N/A	346.26.64	01/01/23	12/31/23	3,000	0	3,000
YR 25 SRF - LOCAL ASST (15%) (FO-SW) TA	24239225	N/A	346.26.66	01/01/23	12/31/23	1,000	0	1,000
						0	0	0
						0	0	0
TOTALS						**15,600**	**0**	**15,600**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up. 2. Completed Small Water System checklist.	Final Sanitary Survey Reports must be received by the ODW Regional Office within **30 calendar days** of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$400** for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$800** for each sanitary survey of a non-community system with four or more connections and each community system.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	community and non-community Group A water systems.	3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within **2 working days** of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid **$800** for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within **30 calendar days** of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: **$250** • 3-6 hours of work: **$500** • More than 6 hours of work: **$750** Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH. See Special Instructions for task activity.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact for	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		approval (to ensure enough funds are available).		current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Data Sharing
The Office of Drinking Water will share water system information and files with the local health jurisdiction to support the work identified in this contract. To request water system data please contact the regional office with the name of the water system, water system ID#, specific information being requested and any timeline requirements. If allowable, please give administrative staff 3 to 5 business days to provide records.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:
Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements
The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of **$13,600** for **Task 1,** and **$2,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.
When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.
When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **1** surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.
- No more than **9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.
- No more than 1 surveys of non-community systems with three or fewer connections be completed between January 1, 2023 and December 31. 2023.
- No more than 7 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2023 and December 31. 2023.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Period of Performance: July 1, 2023 through June 30, 2024

Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY24 CDC VFC Ops	74310241	93.268	333.93.26	07/01/23	06/30/24	0	5,600	5,600
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**5,600**	**5,600**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners (can use pre and post qualitative or quantitative collection methods Examples of qualitative & quantitative methods/measures: ▪ Surveys, Questionnaires, Interviews ▪ Immunization coverage rates expressed in percentages ▪ Observations (i.e., feedback from surveys/interviews, social media posts comments) ▪ Analytic tools (i.e., google analytics measuring website traffic, page views etc.)	Written proposal summarizing project plan and method of assessing/observing change in target population. (Template will be provided)	August 1, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.	Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	November 30, 2023 March 31, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3	Develop final report to include comparison of change or improvement of targeted outcome from start of the project/intervention [This can be short-term or intermediate outcomes with overall goal to increase immunization rates] Examples: ▪ Increased partner knowledge on immunization guidelines ▪ Change in attitudes about childhood vaccines ▪ Increase in school district immunization coverage rates	Final written report including measured and/or observed outcomes [what was achieved as a result of the activity/intervention?]. (Template will be provided)	June 15, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: January 1, 2022 through June 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to fund implementation of the on-site sewage system (OSS) local management plan (LMP).

Revision Purpose: The purpose of this revision is to change the period of performance from December 31, 2023 to June 30, 2023 to close out this concon for the end of the 21-23 biennium.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	01/01/22	06/30/22	18,785	0	18,785
WASTEWATER MANAGEMENT - GFS	26701100	N/A	334.04.93	01/01/22	06/30/22	0	0	0
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/22	06/30/23	15,000	0	15,000
WASTEWATER MANAGEMENT - GFS	26701100	N/A	334.04.93	07/01/22	06/30/23	30,000	0	30,000
						0	0	0
						0	0	0
TOTALS						**63,785**	**0**	**63,785**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount

1	**Local Management Plan Administration**
	This task is to fund the required financial and reporting activities necessary to meet state DOH and Auditor requirements including administration of LHJ local management plan and OSS loan program. Also included are activities such as: attending necessary meetings (including travel costs) and training that is germane to the overall project; and supplies and services needed to complete tasks.
	
	Clallam County Environmental Health Department (EHD) staff will also participate in meetings and conferences on regional projects including Puget Sound On-site Sewage Funding Programs and Best Management Project.
		• Meet reporting requirements, including:
		  ○ Electronic copy of progress report and mapping data including:
		  ▪ Number of systems with known system type.
		  ▪ Number of septic systems with current inspections.
		  ▪ Number of septic failures
		• Attend DOH sponsored meetings.
			Report Due Date:
			June 15, 2022
			January 15, 2023
			June 15, 2023
			December 31, 2023
			
			Task is ongoing throughout the project period.
				$8,967

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		• Attend any necessary training. • Attend meetings and conferences on regional projects as needed.		
2	**Data Management & QA/QC** Clallam County EHD is in the process of developing & maintaining quality assurance / quality control (QA/QC) on operation and maintenance (O&M) tracking methods for all septic systems in the OSS database developed in previous biennium funding rounds. Tasks include • Updating address and parcel records for related O&M cases as needed and investigating previous on-site sewage system (OSS) designation; • Performing outlier analysis of existing data sets and correcting systemic errors as needed; • Continuing to track and report on failing systems; • Updating our database by entering inspection reports, existing hard copy permits and as-built drawings; • Tracking and mapping progress in identifying unknown OSS and performing necessary database updates; and, Continue to scan additional records as located or submitted.	• QA/QC of database to address information for tracking permits. • Continue to make database updates and reporting function improvements. • Enter OSS inspection and other related records in the database (i.e. keep database current). • Prepare and manipulate data for mapping and reporting purposes. • Produce GIS maps of OSS in the marine recovery areas (MRA). • Maintain OSS records available online.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	$31,643
3	**OSS Owner Outreach & Education** LHJ will offer Septics 101 and Septics 201 clinics to homeowners, and perform other educational activities as needed, such as staffing booths at local festivals and presenting to local groups. Classroom instruction is needed to supplement online trainings to serve all populations. Septics 101 is focused on homeowner education and provides information about septic system maintenance and the importance of having systems inspected regularly. Septics 201 provides homeowners an overview of the What, Why, & How of safely inspecting their septic system. If Septics 201 is completed appropriately, it can provide the OSS owner with certification to perform their own septic inspections under certain eligibility conditions. DVD and CD copies of Septics 101 and 201 will be generated and made available to Clallam County libraries and at the EHD counter for loan to OSS owners who are not computer savvy or do not have a high-speed internet connection.	• Hold up to three (3) Septic in-person, or virtual, clinics for general public. Whether Septics 101 or Septics 201 is presented will depend on public requests. • Copy Septics 101 and 201 videos to CD and DVDs for loan at Clallam County libraries and the EH counter. • Other educational activities as needed such as participating at festivals and presenting septic information to local community groups or school events.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	$19,574
4	**Incentives** This task is to provide incentives to homeowners for having septic system inspections performed; unknown septic systems located, and diagrams of the system developed; septic tank	• Subsidize the cost of OSS inspections, locates, pumping, and/or upgrades to facilitate future inspections, while funding lasts.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023	$3,601

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	pumping, if appropriate; and OSS upgraded to make systems easily accessible for future inspections. OSS upgrades could include installing risers on the OSS access points, observation ports, or other improvements.	• Anticipate providing at least thirty (30) incentives.	December 31, 2023 Task is ongoing throughout the project period.	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Restrictions on Funds:
These funds can NOT be used for local match to federal grants.

Special References:
WAC 246-272A and RCW 70A.110

State funds from the Aquatic Lands Enhancement Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Definitions:
Failure: A condition of an on-site sewage system or component that threatens the public health by inadequately treating sewage or by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include: (a) Sewage on the surface of the ground; (b) Sewage backing up into a structure caused by slow soil absorption of septic tank effluent; (c) Sewage leaking from a sewage tank or collection system; (d) Cesspools or seepage pits where evidence of ground water or surface water quality degradation exists; (e) Inadequately treated effluent contaminating ground water or surface water; or (f) Noncompliance with standards stipulated on the permit.

Maintenance and Monitoring: The actions necessary to keep the on-site sewage system components functioning as designed. Periodic or continuous checking of an on-site sewage system, which is performed by observations and measurements, to determine if the system is functioning as intended and if system maintenance is needed. Monitoring also includes maintaining accurate records that document monitoring activities.

Billing Requirements:
1. Billings are submitted on an A19-1A form, which is provided by DOH.
2. A19-1A forms may be submitted monthly and must be submitted bi-monthly at minimum.

Special Instructions:
Semi-annual progress reports, including marine recovery area (MRA) mapping data, are due to DOH via email to mail to: Roger.Parker @doh.wa.gov and taylor.warren@doh.wa.gov. Progress Report Due Dates: January 15, 2022, June 15, 2022, December 31, 2022 June 15, 2023 *and December 31, 2023.*

The report format will be provided by DOH and may be modified throughout the contract period via email announcement.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to fund implemation of the on-site sewage system (OSS) local management plan (LMP).

Note: Statements of work with GFS funds must exhaust those funds before billing ALEA funds. GFS funds in the 07/01/23-06/30/24 funding period cannot roll over into the next funding period. This funding allocation is for the 2023-2025 state biennium. New statements of work with a period of performance of January 1, 2025 to June 30, 2025 will be issued in the next consolidated contract term.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/23	06/30/24	0	33,333	33,333
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/24	12/31/24	0	33,333	33,333
SMALL ONSITE MANAGEMENT (GFS)	26701100	N/A	334.04.93	07/01/24	12/31/24	0	8,334	8,334
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**75,000**	**75,000**

GOALS & MEASURABLE OBJECTIVES (REVISE TABLE AS NEEDED)
This table summarizes starting and target metrics achieved by implementing the tasks below. This data is reported on an ongoing basis in the semiannual progress reports.

Description (e.g., "OSS compliance")	Units (e.g. "systems")	Starting Amount	Targets
OSS compliant with inspections in Marine Recovery Areas (MRAs) and/or Sensitive Areas (SA)	Number of OSS	4560	4750
OSS compliant with inspections countywide	Number of OSS	6400	6800
OSS failures identified/corrected in MRA/SA	Number of OSS failures identified and repaired/replaced		10/10
OSS failures identified/corrected countywide	Number of OSS failure identified and repaired/replaced		30/30

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Task 1. Grant Administration This task is to fund the required financial and reporting activities necessary to meet state DOH and Auditor requirements including administration of LHJ local management plan and OSS LMP grant program.				
1.1	**Bi-monthly Invoicing and Progress Reports** DOH Consolidated Contracts (ConCon) requires billing within 60 days of completing work. LHJ will submit invoices through the ConCon process and will send progress reports and deliverables to the LMP Contract Manager. Invoices must be submitted at least bi-monthly (per ConCon requirements) but no more frequently than monthly. Invoices will be reviewed for consistency with progress. The LMP Contract Manager may require monthly invoices.	Bimonthly/Monthly invoices	Bimonthly/monthly for duration of contract period	Reimbursement up to **$4,839** based on actual costs.

1.2	**Semi-Annual Progress Reports**
	Reporting periods are semiannually from January 1 – June 30 and July 1 – December 31. Progress reports include data described in the outcome column.
		Data about the following:
		• Qualitative:
		  ○ Summary of work
		  ○ Barriers to LMP Implementation
		• Quantitative:
		  ○ OSS inventory metrics
		  ○ Enforcement actions
		  ○ Outreach and Education efforts
			Due July 15 and December 31 for the duration of the contract period	

Task 2. Local Management Plan Implementation This task includes all work done to implement the county's LMP excluding grant management tasks and inspection rebates/incentives.				
2.1	**Database Maintenance and Quality Assurance/Quality Control (QA/QC)** Database maintenance and QA/QC is ongoing to ensure accurate tracking methods for all OSS in the county. Specific tasks include: • Updating address and parcel records for related O&M cases as needed and investigating previous on-site sewage system (OSS) designation; • Performing outlier analysis of existing data sets and correcting systemic errors as needed; • Updating our database by entering inspection reports, existing hard copy permits and as-built drawings; • Tracking and mapping progress in identifying unknown OSS and performing necessary database updates; and, Continue to scan additional records as located or submitted.	• QA/QC of database to address information for tracking permits. • Continue to make database updates and reporting function improvements. • Enter OSS inspection and other related records in the database (i.e., keep database current). • Prepare and manipulate data for mapping and reporting purposes. • Produce GIS maps of OSS in the marine recovery areas (MRA). • Maintain OSS records available online.		Reimbursement up to **$58,005** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.2	**Operations and Maintenance Program Administration** • Mail inspection reminders to homeowners as needed • Inspection Compliance tracking/mapping • Failure and repair tracking/mapping • Failure notice of violation mailings • Compliance enforcement • Complaint response • O&M data reports about inventory and deficiencies	a. Enforcement Protocol b. Data on the following: • Number of OSS with current inspections • Number of OSS failures and calculated risk using DOH-provided risk assessment. • Number of repairs	a. September 1, 2023 b. Report in semi-annual progress report in Subtask 1.2.	
2.3	**Education and Outreach** Education and outreach is conducted for OSS owners, PA Realtor's association, Sequim Realtor's Association, and the general public. Specific tasks include: • Providing Septics 101 and Septics 201 courses in person • Presenting information to local realtor's associations • Tabling at local events and festivals, such a Riverfest, Home Show, and NPBL Building Expo.	• Hold two (2) training courses, either Septic 101, Septic 201, or Realtor's meeting, as determined based on public request/need. • Other educational activities as needed such as participating at festivals and presenting septic information to local community groups or school events.	Task is ongoing throughout the project period, due by project end date.	

2.4	**Professional Development and Coordination**
	• The LHJ will participate in LMP and West Side Coordinators Meetings and will network between counties.
	• The LHJ will support professional development through:
	  ○ Attending DOH OSS Program trainings
	  ○ Attendance, registration, and travel for (1) staff member at either a Washington State Environmental Health Association (WSEHA) or Washington On-Site Sewage Association (WOSSA) conference.
		a. Attendance and contribution at four (4) meetings per year
		
		b. Conference and Training participation as available
			a-b. Report attendance semi-annually, as scheduled in Task 1.2	

2.5	**OSS Policy** Regular review of County policies and procedures pertaining to OSS, to ensure County code is current based on WAC guidance, and updated as novel situations develop.	• Writing new County code in line with WAC policies and submitting code updates per the Clallam County Administrative process • Adaptive management of the OSS Implementation Plan as needed	Task is ongoing throughout the project period, any updates/changes reported by project end date.	
Task 3. Indirects: Indirect rates can only be charged to this work if the LHJ has a current approved rate on file with DOH.				
3.1	Indirect rate on salaries at a rate of 27.4%. Annual rate may change during contract period.	Submit current approved indirect rate to DOH Grants Management Office for approval.	Before indirects can be approved for reimbursement	Reimbursement up to **$12,156** based on actual costs.

Budget	
Category	**Amount**
Personnel/Salaries	$42,491
Fringe Benefits	$17,957
Travel	$1,796
Supplies	$0
Contracts	$0
Other • Registration Fees	$600
Total Direct Charges	$62,844
Indirect Charges (federally approved rate)	$12,156
TOTAL – Not to Exceed	**$75,000**

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Recreational Shellfish Activities - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Period of Performance: July 1, 2023 through December 31, 2024

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funds for shellfish harvesting safety.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
REC. SHELLFISH/BIOTOXIN	26402600	N/A	334.04.93	07/01/23	12/31/24	0	10,000	10,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**10,000**	**10,000**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**Biotoxin Monitoring** • Collect monitoring samples on schedule according to Department of Health (DOH) Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected. • Conduct emergency biotoxin sampling when needed. • Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. • Issue biotoxin news releases during biotoxin closures in Clallam County. • This task may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.	Submit annual report on DOH approved format of activities for the year, including the number of sites monitored and samples collected, and number and names of beaches posted with signs.	Email Report to DOH by February 15, 2024 (See Special Instructions below.)	$9,600

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	**Outreach** • Staff educational booths at local events. • Distribute safe shellfish harvesting information.	Submit annual report including the number of events staffed and amount of educational materials distributed.	Email Report to DOH by: February 15, 2024 (See Special Instructions below.)	$400

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Program Manual, Handbook, Policy References:
Department of Health's Biotoxin Monitoring Plan

Special References (i.e., RCWs, WACs, etc.):
Chapter 246-280 WAC
https://doh.wa.gov/community-and-environment/shellfish/recreational-shellfish
https://doh.wa.gov/about-us/programs-and-services/environmental-public-health/environmental-health-and-safety/about-shellfish-program/about-biotoxins-and-illness-prevention-program

Special Instructions:
Report for work performed in 2023 must be submitted via email to Liz Maier (liz.maier@doh.wa.gov) by February 15, 2024.
The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 3

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY23 and FFY24 USDA WIC Client Services Contracts funds and to update the caseload.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	227,463	5,175	232,638
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	2,800	0	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	TBD	10.557	333.10.55	10/01/23	12/31/23	55,713	2,588	58,301
						0	0	0
						0	0	0
TOTALS						**470,323**	**7,763**	**478,086**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**WIC Nutrition Program**			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines.	Outcomes based on monthly participation data from state WIC caseload management reports.	**Authorized participating caseload for January 2022 through December 2024 = 915** **Revised authorized participating caseload for January 2023 through December 2024 = 795**	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			Revised authorized participating caseload for July 2023 through December 2024 = 840	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
2	**Breastfeeding Promotion**			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: ▪ Provide staff, health care providers and community partners virtual breastfeeding training resources.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23 Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. ▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. ▪ Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office			
3	**Farmers Market Nutrition Program (FMNP)**			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022 and by Oct. 1, 2023 Biennial WIC Monitor	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
Program Manual, Handbook, Policy References:
The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:
The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:
The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:
What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
   a. High quality nutrition services;
   b. Consistent application of policies and procedures for eligibility determination;
   c. Consistent application of policies and procedures for food benefit issuance and delivery; and
   d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:
Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.
The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:

1. **Computer Equipment Loaned by the Department of Health WIC Nutrition Program**
   In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
   1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
   2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
   3) Assertion of a lien against the Contractor's property.
c. Notify the Department immediately of any damage to Loaned Equipment.
d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions

Contract Period: January 1, 2022 - December 31, 2024

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2022 through September 30, 2022;
October 1, 2022 through September 30, 2023;
October 1, 2023 through September 30, 2024;
October 1, 2024 through December 31, 2024.

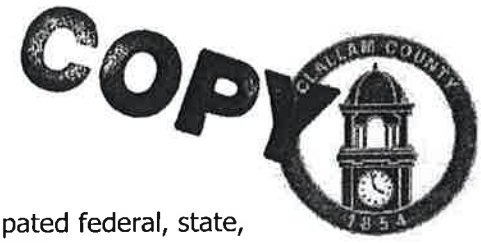
2. Billing Information:
   a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
   b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
   c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
   d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
   e. Payments are limited to the amounts allocated for the budget period for each budget category.
   f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
   g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
   h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:
The LHJ shall:
1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend $750,000 or more of federal grants or awards from all sources. Contractors spending less than $750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	**Time Period special requirement funds are available**	**Amount**	**Special Requirement Description**
January 2022 to September 2024	January 2022 to September 2022	$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	$2,800	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.

Other:
Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: **Budget Hearing/Meeting Date:**

_X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511	**Budget Name**	HHS Operations

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Operations	33393.26.0030	Immunizations VFC OPS	5,600
Total				5.600

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Operations	56210.41.0020	Professional Services	5,600
Total				5,600

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Washington State Department of Health Consolidated Contract is adding $5,600 to the budget for Vaccine for Children immunization activities.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

AUG 14 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** August 14, 2023

REGULAR AGENDA ☒ **Meeting Date:** August 22, 2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Clallam County Health and Human Services (CCHHS) is submitting to the BOCC an RFP for Behavioral Health Program Funding in the amount of $2,000,000.00 that is responsive to the priorities listed in the RFP. Date of release for the RFP is scheduled to be August 22, 2023. The Behavioral Health Advisory Board (BHAB) will convene a subcommittee for RFP review. Recommendations from this review committee will be put forth to the BHAB. CCHHS will bring the BHAB's recommendations to the BOCC for final approval. The funding period will be January 1, 2024 through December 31, 2025.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
The budget line is in the HHS 2024 budget and will be increased accordingly through budget emergency.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Release the RFP notice for publication.

County Official signature & print name: Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted:
August 9, 2023

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County is soliciting proposals from interested parties to provide Substance Use, Mental Health, and related services throughout Clallam County for the period January 1, 2024 through December 31, 2025.

Sealed proposals must be clearly marked on the outside of the envelope **"Behavioral Health PROPOSAL 2024"**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered to 223 East 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, October 2, 2023**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners' Meeting on Tuesday, October 3, 2023.

An RFP application and information packet is available on the Clallam County website at https://www.clallamcountywa.gov/HHS or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 East 3rd Street (upper floor), Port Angeles, Washington. Telephone 360.417.2582 or email christine.dunn@clallamcountywa.gov for packets.

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

PASSED THIS _____ day of _____, 2023

ATTEST: BOARD OF CLALLAM COUNTY COMMISSIONERS

_____ _____

Loni Gores, Clerk of the Board Mark Ozias, Chair

c: Department

Publish: August 26th and September 2nd, 2023
Bill: Health and Human Services



Clallam County Behavioral Health Programs

2024 Request for Proposals

January 1, 2024 – December 31, 2025

DEADLINE: October 2, 2023

CLALLAM COUNTY BEHAVIORAL HEALTH PROGRAMS
2024 REQUEST FOR PROPOSALS (RFP)
Behavioral Health Sales Tax

TABLE OF CONTENTS

Request for Proposal Summary.....3
Request for Proposal Timeline.....5

I. APPLICANT ELLIGABILITY.....6

II. AVAILABLE FUNDING.....6

III. PERIOD OF PERFORMANCE.....6

IV. BEHAVIORAL HEALTH SALES TAX.....7

V. DEFINITIONS.....8

VI. PURPOSE AND SCOPE OF PROJECT.....9

VII. ANTICIPATED SCOPE OF WORK.....11

VIII. MINIMAL TECHNICAL REQUIREMENTS.....12

IX. GRANT PROPOSALS.....13

X. REVIEW AND SELECTION CRITERIA.....16

XI. PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS.....18

XII. ATTACHMENTS.....23

- ATTACHMENT A – Grant Summary Page.....24
- ATTACHMENT B – Narrative Template for Grant Proposal.....25
- ATTACHMENT C – Evaluation Worksheet.....26
- ATTACHMENT D – Project Budget Form 2024.....28
  – Project Budget Form 2025.....30

CLALLAM COUNTY BEHAVIORAL HEALTH REQUEST FOR PROPOSAL SUMMARY
Behavioral Health (AKA CD/MH or Hargrove) Sales Tax

The Clallam County Health and Human Services Department is requesting proposals for behavioral health programs and services for the period January 1, 2024 through December 31, 2025. The local Behavioral Health Advisory Board, appointed per Resolution 55, 2006 (updated 2023) prioritized and selected the following service areas for 2024 - 2025 funding:

1. **Unfunded or underfunded Behavioral Health Services and Supports**
2. **West End Clallam County Behavioral Health Services**
3. **Prevention and Early Intervention for Behavioral Health.**
4. **Behavioral Health Housing & Shelter**

Funding will be available for the period January 1, 2024 through December 31, 2025 as follows:

January 1, 2022 – December 31, 2024	$1,000,000
January 1, 2023 – December 31, 2025	$1,000,000

Your proposal/application must have one category selected. Only one category can be selected for each application. You must submit more than one application if you are proposing multiple projects.

Voluntary Bidder's Questions and Answers will be posted to the Health and Human Services Website
All questions regarding RFP content or process must be received by Clallam County Health and Human Services in writing (christine.dunn@clallamcountywa.gov) no later than September 1, 2023 at 5 P.M. Written responses to questions raised by written inquiry will be posted to www.clallam.net/HHS no later than September 8, 2023 at 5pm. Responses will only be provided in written format and posted. It is solely the Bidder's responsibility to access posted questions and answers.

PROPOSAL DEADLINE: Monday October 2nd, at 3:00 p.m. (See Section VIII)

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, OCTOBER 2, 2023, WHETHER HAND DELIVERED OR BY U.S. MAIL.
NO LATE PROPOSALS WILL BE ACCEPTED.

PROPOSAL MUST BE:
1. **IN AN ENVELOPE**
2. **THREE RING HOLE PUNCHED**
3. **ONE (1) ORIGINAL (including audit)**
4. **THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED "Behavioral Health Proposal 2024"**
5. **AN ELECTRONIC PDF VERSION OF THE PROPOSAL and AUDIT MUST BE SENT TO CHRISTINE DUNN AT christine.dunn@clallamcountywa.gov**

A Mandatory Virtual Interview with the RFP Review Committee will be held the week of November 6 – 10, 2023, time TBD. Bidders will be contacted to schedule a virtual interview.

BACKGROUND

In 2005, Washington State approved legislation allowing counties to raise their local sales tax by one-tenth of one percent to augment state funding of substance use disorder and mental health programs and services. In March 2006, the Clallam County Board of Commissioners approved an ordinance authorizing a 1/10th of one percent sales and use tax for substance use, mental health, and therapeutic court programs. This sales and use tax shall be known throughout this document as "Behavioral Health Tax". The goal of this tax is to prevent and reduce the impacts of disabling substance use and mental health disorders by creating and investing in effective services and programs. Behavioral Health Tax must be used solely for the purpose of providing for the operation or delivery of substance use or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services.

SCOPE OF WORK

Proposals for Behavioral Health Sales Tax must address one of the four priority areas of service and be a component of a coordinated substance use disorder or mental health treatment program or service.

1. **Unfunded or underfunded Behavioral Health Services and Supports Including but not limited to:**
   Treatment services, case management, recovery supports.
2. **West End Clallam County Behavioral Health Services**
3. **Prevention and Early Intervention for Behavioral Health**
   Programs must demonstrate linkages to mental health and/or substance use disorder programs.
4. **Behavioral Health Housing & Shelter**
   Shelter/housing options seeking to prioritize behavioral health outcomes (examples include: sober living, short-term shelter, transitional and permanent housing solutions). This includes; modification of existing facilities to address health & safety needs necessary for the provision, operation, or delivery of substance use disorder or mental health treatment programs or services. "Programs and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated substance use disorder or mental health treatment program or service.

This Request for Proposal is available on the Internet at https://www.clallamcountywa.gov/HHS or by contacting Christine Dunn at: Clallam County Health & Human Services; Phone: 360.417.2582; Email: christine.dunn@clallamcountywa.gov. The Clallam County Health and Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level.

DRAFT REQUEST FOR PROPOSAL (RFP) TIMELINE

Behavioral Health Sales Tax

Date	Activity
July 11, 2023	Behavioral Health Advisory Board Meeting – Priorities Confirmed at Retreat
3rd Week of Aug, 2023	RFP Released
September 1, 2023	Voluntary Bidders Conference questions due to christine.dunn@clallamcountywa.gov by 5pm
September 8, 2023	Voluntary Bidders Conference answers posted to HHS website (https://www.clallamcountywa.gov/HHS) by 5pm
October 2, 2023	**Proposals due to Board of Commissioners by 3:00 p.m.**
October 3, 2023	Proposals opened and accepted at BOCC Mtg.
Nov 6 - 10, 2023	**MANDATORY virtual interviews with RFP Review Committee - Rating sheets completed/finalized - Preliminary recommendations made**
November 14, 2023	Behavioral Health Advisory Board Meeting Recommended Proposals on Agenda for Approval
November 20, 2023	Work Session with BOCC for funding recommendations
November 27 – December 8, 2023	Contracts to County Prosecutor for approval if required
December 11, 2023	Contracts to Providers and returned to HHS with signatures
December 19, 2023	BOCC regular meeting for contract final approval
January 1, 2024	Contract period begins

Note – All dates are subject to change – Updated July 2023

I. APPLICANT ELIGIBILITY

This RFP is seeking interested providers, both public and private, with applicable licensure, experience, and infrastructure to provide Behavioral Health Services within Clallam County.

If an organization is proposing to offer **behavioral health treatment** services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

> An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, applicable local and state rules, and state and federal statutes.
>
> Or,
>
> An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

II. AVAILABLE FUNDING

Funding will be available for the period January 1, 2024 through December 31, 2025 as follows:

January 1, 2024 – December 31, 2024	$1,000,000
January 1, 2025 – December 31, 2025	$1,000,000

Funding must be requested and used within each funding period. There is no carryover of unused funds into the next funding period or cycle. Each proposal requires a budget completed for EACH funding period. For example, if you have a proposal for the entire 2 years, you must submit 2 budgets (one for each period as outlined above).

III. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 24-month fund cycle. The period of performance for services solicited under this RFP begins January 1, 2024 and ends December 31, 2025. Carryover of unspent funds into the next program year is not permissible. Similarly, unspent funds in one funding cycle will not carryover to future fund cycles. In addition, initial funding is not an assurance or guarantee of ongoing operational funding after the contract period. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years. The funding process is competitive and funding recommendations are made based on the relative merits of all proposals received in each yearly cycle.

IV. BEHAVIORAL HEALTH SALES TAX

In 2005, Washington State approved legislation allowing counties to raise local sales tax by one-tenth of one percent to augment state funding of mental health and substance use disorder programs and services (including, but not limited to, treatment services, case management, and housing that are a component of a coordinated substance use disorder or mental health treatment program or service) and for the operation or delivery of therapeutic court programs or services.

1. Board of Commissioners Goals

In March 2006, the Clallam County Board of Commissioners passed a resolution authorizing a sales and use tax for Mental Health, Substance use Disorder, and Therapeutic Court Programs. This sales and use tax shall be known as "Behavioral Health Sales Tax". The goal of this tax is to prevent and reduce the impacts of disabling substance use and mental disorders by creating and investing in effective, data-driven programs for a continuum system of care.

Clallam County seeks to assure that funds collected are expended in an accountable and transparent manner, and with measures to determine the effectiveness of these publicly funded investments. The County will require appropriate oversight, accountability, and status and progress reports for programs supported with the Behavioral Health Sales Tax. Each funded project or program will be partially evaluated according to performance measures for outcomes and cost effectiveness.

Programs shall achieve the following policy goals:

- Improve the health status and wellbeing of Clallam County residents.
- Reduce the incidence and severity of behavioral health disorders in adults and youth in Clallam County.
- Reduce the number of youth and adults suffering from substance use and mental health disorders from initial involvement with the criminal justice system.
- Reduce the number of people in Clallam County who re-cycle through our criminal justice systems, including jails and prisons.
- Reduce the number of people in Clallam County who use costly interventions including hospitals, emergency rooms, and crisis services.

2. Collective Impact

The Clallam County Board of Commissioners have recognized Collective Impact as a framework for making it possible for local service providers to work together to help solve complex social problems, such as behavioral health disorders. It is an innovative and structured approach to making collaboration work across government, business, philanthropy, non-profit organizations, and citizens to achieve significant and lasting social change. Collective Impact is a significant shift from the social sector's current paradigm of "isolated impact" because the underlying premise of Collective Impact is that no single organization can create large-scale, lasting social change alone. Systemic social problems cannot be solved by simply scaling or replicating one organization or program.

V. DEFINITIONS

Behavioral Health - Means the prevention, treatment of, and recovery from any or all of the following disorders: substance use disorders, mental health disorders, or problem and pathological gambling disorders.

Best Practice - Method or technique that has been generally accepted as superior to any alternatives because it produces results that are superior to those achieved by other means or because it has become a standard way of doing things.

Collective Impact - Collective impact is a process that occurs when organizations from different sectors agree to solve a specific social problem using a common agenda, aligning their efforts, and using common measures of success.

Continuum of Care - The continuum of care describes the delivery of health care over a period of time. An integrated system of health care that follows a patient through time or through a range of services.

Evidence-Based Programs - Programs, services, strategies, activities, or approaches which have been shown through scientific research and evaluation to be effective at preventing and/or delaying an untoward outcome.

In-Kind Contributions - In-kind contributions include goods or services, other than cash. Examples of in-kind include:

- Goods, like computers, software, furniture, and office equipment, for use by your organization or for special event auctions
- Services, like meeting space, photocopy and mail services, and administrative/financial support
- Expertise, like legal, tax, or business advice; marketing and website development; and strategic planning
- Cash equivalents, like stocks, bonds, mutual funds

Innovative Programs – Programs that introduce new ideas, methods and concepts that have not yet been researched or have some scientific research or data showing positive outcomes.

Matching Funds – Contributions of cash or assets in the form of money.

Measurable Outcomes - Outcomes are benefits or changes for individuals or populations during or after participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitude, values, condition, or other attributes. To measure outcomes, you must be able to provide evidence that the outcome was or was not achieved. Below is an example of an individual measurable outcome objective:

- 90% of participants successfully completing the program will not reoffend during the subsequent 18 months.

- 85% of participants remain substance free (for example, no positive UA results) during the current quarter.

Medicaid – The federally funded social health care program for families and individuals with limited resources.

Model Fidelity - The strategies that monitor and enhance the accuracy and consistency of an intervention to ensure it is implemented as designed, and that each component is delivered in a comparable manner to all study participants over time.

Promising Programs - Programs, services, strategies, activities, or approaches that have some scientific research or data showing positive outcomes in delaying an untoward outcome, but do not have enough evidence to support generalizable conclusions.

Return on Investment (ROI) - A performance measure used to evaluate the efficiency of an investment or to compare the efficiency of several different investments. ROI measures the amount of return on an investment relative to the investment's cost. To calculate ROI, the benefit (or return) of an investment is divided by the cost of the investment, and the result is expressed as a percentage or a ratio.

Supplanting - Means to "replace" or "take the place of." Existing funds for a project and its activities may not be displaced by Behavioral Health Sales Tax funds and reallocated for other organizational expenses. Behavioral Health Sales Tax funds must not replace those funds that have been appropriated for the same purpose.

Sustainability - Refers to the continuation of a project's goals, principles, and efforts to achieve desired outcomes. Although many grantees think that guaranteeing the sustainability of a project means finding the resources to continue it "as is" beyond the grant period, ensuring sustainability really means making sure that the goals of the project continue to be met through activities that are consistent with the current conditions and workforce development needs of the region, including the needs of both workers and industry.

Sustainability Plan – Developing an action plan to increase the likelihood of program sustainability.

Behavioral Health Sales Tax – A sales and use tax for Mental Health, Substance Use, and Therapeutic Court Programs.

VI. PURPOSE AND SCOPE OF PROJECT

The purpose of this Request for Proposals is to fund a county-wide infrastructure for behavioral health treatment programs and services that benefit Clallam County youth and adults who are impacted by substance use and mental health disorders. Approximately $2,000,000.00 for a 24-month period will be allocated for projects or programs which address the 2024 recommendations approved by the Behavioral Health Advisory Board. Proposals must identify one of the four priority areas recommended by the Behavioral Health Advisory Board.

Program Evaluation, Evidence Based programs and Collective Impact have been identified as improving and increasing the quality of program delivery. Although it is not a requirement to use Evidence Based programs, it is highly desirable.

1. Program Evaluation

Funded organizations must participate in a program evaluation for Behavioral Health Sales Tax Programs in the form of a quarterly data report which will be required within 30 days of the end of each quarter. The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist. Grantees must have performance measures developed for each proposal. The emphasis should be on capturing data at regular intervals that can be used to determine whether Behavioral Health Sales Tax funded programs met the expectations of the proposed project. Evaluation efforts must include standardized data collection and reporting processes that show outcomes of services provided.

See below for following types of information:

- Quantity of services (outputs) ***required***
- Level of change occurring among participants (outcomes) ***required***
- Return-on-investment or cost-benefit (system savings) ***required***
- Various demographics **"highly recommended"**
- Adherence to the model (fidelity) ***required if applicable***
- Common measures (to be identified by Clallam County HHS and the Behavioral Health Advisory Board). Common measures will be identified in the provider contract.

2. Evidence-Based Programs

The Board of Commissioners are committed to supporting programs and organizations who use Evidence-Based Programs that have been accepted as a best practice in the field of mental health, substance use disorder, and therapeutic courts and demonstrate fidelity to evidence-based standards. Promising Programs and Best Practice Programs include services, strategies, activities, or approaches that have some scientific research or data showing positive outcomes in delaying an untoward outcome, but do not have enough evidence to support generalizable conclusions. Innovative Programs introduce new ideas, methods and concepts that have not yet been researched. Promising, Best Practice and Innovative Programs will be considered for funding but must include a robust evaluation process. Preference will be given to evidence-based programs that maintain fidelity.

3. Collective Impact

Partnerships can be mutually beneficial, and a Collective Impact approach calls for multiple organizations or entities from different sectors to abandon their own agenda in favor of a common agenda, shared measurement, and alignment of effort. By working together with behavioral health partners from different sectors of the community, Clallam County can transform a fragmented system of behavioral health programs into a coordinated system that is working towards improving the overall health of the community.

VII. ANTICIPATED SCOPE OF WORK

Clallam County Health and Human Services Department is requesting proposals for Behavioral Health Sales Tax programs along a continuum of care including prevention, intervention, treatment, and recovery support services.

Unfunded or Underfunded Behavioral Health Services - Proposals must show that the services cannot be paid or covered by another source and why patients do not qualify for other resources (such as Medicaid) or are underfunded. Group, Individual or family counseling services provided in a non-residential substance use or mental health treatment facility. Includes services associated with case planning, case consultation and referral services, and other support services for the purpose of engaging and retaining clients in treatment or maintaining clients in treatment.

West End Behavioral Health Treatment – Group; Individual or family counseling services provided in a non-residential substance use or mental health treatment facility. Includes services associated with case planning, case consultation and referral services, and other support services for the purpose of engaging and retaining clients in treatment or maintaining clients in treatment. Proposals must show that the services cannot be paid or covered by another source and why patients do not qualify for other resources (such as Medicaid). Proposals will indicate services for individuals within the West End of the County.

Prevention and Early Intervention - This may include evidence-based mental health and substance use early prevention and intervention parent programs; community and school-based curriculums; and coordinated outreach and education to school aged children and youth. Programs must demonstrate linkages to mental health and/or substance use disorder programs.

Behavioral Health Housing and Shelter - Includes a focus on providing support needs of people with substance use and mental health disorders for them to access housing and shelter. Examples of Housing/Shelter Services may include:

- Subsidized housing and support services for individuals with behavioral health disorders that are homeless or at risk of homelessness.
- Establish stabilization transition housing for individuals with behavioral health disorders moving from jail to treatment.

(These are only examples and not an all-inclusive list of services.)

This includes; modification of existing facilities to address health & safety needs necessary for the provision, operation, or delivery of substance use disorder or mental health treatment programs or services. "Programs and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated substance use disorder or mental health treatment program or service.

VIII. MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches) using 12 font with 1 inch margins. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to Christine Dunn at christine.dunn@clallamcountywa.gov. **One (1) original proposal including all supporting material** (including most recent audit) must be three hole punched, sealed in an envelope, and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Behavioral Health Proposal 2024
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Behavioral Health PROPOSAL 2024
223 East 4th Street; Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on envelope. Proposals must be **received BY 3:00 p.m. Monday, October 2, 2023 at the physical address. Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.**

IX. GRANT PROPOSALS

All grant proposals will be screened and rated based on the following narrative information. In addition, audits submitted with each grant proposal will be evaluated to determine an agency's solvency and be utilized to aid in the overall scoring process.

Instructions for Completing the Grant Proposal Project Narrative:

Using Attachment B: Narrative Template for Grant Proposals, please provide the following information. The Narrative is limited to a maximum of 10 pages (excluding attachments).

Narrative Information

1. **Organizational Capacity** **20 Points**

A. Organizational Governance

Provide a description of your internal governance and leadership structure.

B. Financial

Provide a description of your basic managerial and fiscal structure including program management, accounting, and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit and/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

Applicants must submit **one hard (original) and one electronic copy of the agencies most recent audit report,** including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

C. History of Project Management

Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

D. Staffing Capacity

Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staffs have demonstrated experience with and understand the service needs of the mentally ill or substance abusing population.

2. Project Description — 40 Points

A. Project Design

Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation.

B. Evaluation

Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe: 1) Goals; 2) Activities and; 3) Objectives. Objectives must be measurable and include both outputs and outcomes. One output should be the number of individuals served. Outcomes are benefits or changes for program participants and may relate to behavior, skills, knowledge, attitude, values, conditions, or other attributes.

C. Evidence-Based, Promising, or Best Practices

What evidence-based, promising, or best practice(s) will you use to serve your target population? Please describe the practice(s) briefly and provide one or more resource that details evidence or support for the practice.

Promising and best practices will be considered for funding but must include a robust evaluation process.

D. Innovative Practices

What innovative practice(s) will you use to serve your target population? Please describe the practice(s) briefly and provide one or more resource that details support for the practice. Robust evaluation process must be included.

E. Previous Outcomes

If you received funding in 2022-2023 from Behavioral Health funds for this same project, briefly describe the outcomes obtained by the use of those funds.

F. Community Collaboration, Integration and Collective Impact

Describe any other organizations that will participate in this project and their roles and responsibilities. Describe how this project will be integrated with other programs in the community that are working to achieve the identified goals and outcomes and establish mutually beneficial programming. What kind of impact will the project have?

3. Community Needs and Benefit — 30 Points

A. Needs Assessment and Target Population

What do you identify as the community need? How do you quantify and measure the need? The statement of need should include a clearly established baseline for the project with data and identified point in time when the data was collected (if data is

available). What is the target population you intend to serve, and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County are in need of the service you propose, and what method did you use to estimate that number? How many individuals within this target population will you serve during the grant period?

B. Outreach

Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

C. Link between Community Need and Gaps in Service

Describe how the identified need is consistent with meeting Community Need and Gaps in Service in Clallam County.

4. <u>Project Financial Feasibility</u> **10 Points**

A. Budget Narrative

Provide a narrative justification of the items included in your proposed budget (**Attachment D**) and a description of existing resources and other support you expect to receive for the proposed project. Provide clear evidence that the project scope will not supplant current project funding and confirm that other funding sources are exhausted prior to the utilization of these funds.

B. Additional Resources and Sustainability

Describe how the project leverages other federal, state, local or private financial and/or in-kind resources. Funding under this grant program is allocated for a 24-month period. Initial funding is not an assurance or guarantee of ongoing operational funding. Describe the organization's plan to sustain basic levels of service after the conclusion of the grant period. What efforts will be made to secure other funding to support services?

Grant Proposal Checklist

ONE (1) ORIGINAL PROPOSAL (three ring hole punched) AND ONE (1) ELECTRONIC COPY ARE REQUIRED.

Grant Proposals must include the following required components in the following order:

- ☐ **Attachment A – Grant Summary Page**
  Directions – Complete Attachment A. Limited up to one page.

- ☐ **Attachment B – Narrative Template for Grant Proposals**
  Directions – Using Attachment B: Narrative Template for Grant Proposal, provide responses to all Narrative questions including Organizational Capacity, Community Needs and Benefit, Project Description and Project Financial Feasibility. Limited up to 10 pages. Attach copy of your most recent financial audit. Include any responses to any findings, etc.

- ☐ **Attachment C – Evaluation Worksheet**
  Directions – Using Attachment C, submit detailed information in response to Narrative sections: Community Needs and Benefit and Project Description.

- ☐ **Attachment D – Project Budget Form**
  Directions – Project budget must include all expenses, in detail, for the proposed budget. All funds being requested need to be identified and any match or in-kind going towards the project. Staffing should include salaries and benefits separately and include titles of all staff. Indirect may be applied only to salaries in any project and cannot exceed 10% of total salaries.

- ☐ **Audit**
  One hard and one electronic copy of the agencies most recent audit report, including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

No other attachments are to be submitted and will not be reviewed.

X. REVIEW AND SELECTION CRITERIA

The Clallam County Behavioral Health Advisory Committee will convene a review committee and evaluate eligible proposals and make recommendations to the Clallam County Board of Commissioners. Only individuals who do not have a conflict of interest will participate on the review committee.

Grant Proposals will be evaluated as per section IX. GRANT PROPOSAL of this RFP packet. The review committee will convene to develop written questions they have regarding each

proposal. Proposers will be notified of the date and time to appear before the committee for a question and answer session. Proposers will give a 5-10 minute summary of their proposed project and then have time to address the questions from the committee. The sessions are used to further the evaluation process and clarify questions raised by the written proposals. Be prepared to respond to questions about the proposal related to project design, community collaboration, audit and the budget. Please bring the persons within the organization that can provide a response to such questions.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit a proposal at the next grant cycle.

1. **Important factors include:**

    a. The degree the proposal addresses gaps in services.
    b. Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes.
    c. Proposal cost versus services provided.
    d. Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP.
    e. Compliance of proposal with the requirements contained within the RFP.
    f. Evidence of successful collaboration with other organizations in the community that provide similar or complementary services that will assist in making the project a success.

In evaluating each proposal, the County reserves the right to consider past County contract performance if the provider has had a contract for services in the past.

2. **Unacceptable Proposals**
   Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

    a. Does not address the essential requirements as part of the *Project Narrative Questions* in the RFP.
    b. Does not address the essential requirements of the particular project.
    c. Demonstrates that the applicant does not understand the requirements of the RFP or the project.
    d. Deficient in approach.
    e. Contains inappropriate or unreasonable costs.
    f. Does not meet the deadline for submittal.
    g. Does not meet the prescribed manner of copy submittal (one hard copy and one electronic).

XI. PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint, in writing, to the Clallam County Behavioral Health Committee. The Committee will meet to review all complaints and render a decision of how to proceed. If a decision is rendered that is not agreeable to the agency, they may file a complaint with the Clallam County Board of Commissioners.

E. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

F. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

G. Waivers

The right is reserved by Clallam County to waive specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

H. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

J. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

K. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

L. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. Clallam County reserves the right to request additional data, discussion or presentation in support of written proposals.

M. Insurance Requirements

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

c. Claims for damages because of bodily injury or death of any person other than employees.

d. Claims for damages insured by usual personal injury liability coverage.

e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1. Coverage Forms

a. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the

obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

b. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall also be included: Amendment of Contractual Liability for Personal Injury Liability, Per Project Aggregate limits, and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor's General Liability insurance shall be primary with respect to the County, and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance.

c. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the policy.

d. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession. Contractor shall maintain professional liability coverage for a period of at least thirty-six months following completion of Contractor's work.

   If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

2. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

a. Workers' Compensation
   Statutory Bodily Injury including Death by Accident or Disease

b. Stop Gap Employers' Liability
   $1,000,000 Bodily Injury including Death by Accident - Each Accident
   $1,000,000 Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 Bodily Injury including Death by Disease – Each Employee

c. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 General Aggregate
   $2,000,000 Products and Completed Operations Aggregate
   $1,000,000 Personal Injury
   $1,000,000 Each Occurrence

d. Automobile Liability
   $1,000,000 Bodily Injury including Death and Property Damage - Per Accident

e. Professional Liability
   $ 2,000,000 Per Occurrence
   $ 2,000,000 Annual Aggregate
   or
   $ 1,000,000 Per Occurrence
   $ 3,000,000 Annual Aggregate

3. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

   Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

   The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County with 30 days of the execution of the contract.

XIII. ATTACHMENTS

(Attachments available in Word Document format)

ATTACHMENT A – Grant Summary Page
ATTACHMENT B – Narrative Template for Grant Proposals
ATTACHMENT C – Evaluation Worksheet
ATTACHMENT D – Project Budget Form 2022
Project Budget Form 2023

2024 – 2025 GRANT SUMMARY PAGE
BEHAVIORAL HEALTH RFP
CLALLAM COUNTY

Organization Name: _____

Proposal Title: _____

Please Check One: ☐ Unfunded/Underfunded BH ☐ Prevention/Early Intervention

☐ West End BH Services ☐ SUD/MH Housing and Shelter

Proposal Summary:

Requested Funds Amount 2024: $_____

2025: $_____

Matching/In-kind Funds Amount 2024: $_____

2025: $_____

Street Address:

City: State: Zip:

Primary Contact: Phone: E-Mail:

Non-Profit Status: 501C3 of the Internal Revenue Code? ☐ Yes ☐ No

Federal Tax ID Number: _____

- If incorporated, attach a list of the members of the Board of Directors, including names and addresses.
- If not incorporated (sole proprietor or partnership), attach a list of the names and addresses of the principals.

_____

Signature Print Name Title Date

2024 – 2025 NARRATIVE TEMPLATE FOR GRANT PROPOSALS
BEHAVIORAL HEALTH RFP
CLALLAM COUNTY

All Proposals will be screened and rated based on the following Narrative information using the template below. The Narrative is limited to a maximum of 10 pages.

1. **Organizational Capacity**
   A. Organizational Governance

   B. Financial - Copy of your most recent financial audit. Include any responses to any findings, etc.

   C. History of Project Management

   D. Staffing Capacity

2. **Project Description**
   A. Project Design

   B. Evaluation
   - Goals
   - Activities
   - Objectives

   C. Evidence-based or Promising Practices (Explain)

   D. Innovative Practices (Explain if applicable)

   E. Community Collaboration, Integration and Collective Impact

3. **Community Needs and Benefit**
   A. Needs Assessment & Target Population

   B. Outreach

   C. Community Need (Gaps in Services)

4. **Project Financial Feasibility**
   A. Budget Narrative

   B. Additional Resources and Sustainability

2024 - 2025 EVALUATION WORKSHEET

BEHAVIORAL HEALTH RFP
CLALLAM COUNTY

INSTRUCTIONS:
Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program.

DEFINITIONS:

Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Actions taken or work performed to produce specific outputs and outcomes.
Objective:	A statement of a desired program result that meets the criteria of being SMART (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities, such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in participant satisfaction, knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are "fidelity" measures for an evidence-based practice.
Reporting:	How and from where will data be collected? How will you measure your desired/stated output/outcome to show success and/or progress?

PROJECT NAME: Click here to enter text.

A. GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE Output/Outcome	E. SOURCE/REPORTING How will you measure your stated output/outcome to indicated success and/or progress? (Every 6 months)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Behavioral Health Funds
January 1, 2024 – December 31, 2024
PROJECT BUDGET FORM

Agency Name: _____

Project Name: _____

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	$ -	0.00	$ -	$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
TOTAL	$ -	0.00	$ -	$ -	

Behavioral Health Funds
January 1, 2025– December 31, 2025
PROJECT BUDGET FORM

Agency Name: _____

Project Name: _____

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	$ -	0.00	$ -	$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
TOTAL	$ -	0.00	$ -	$ -	

15

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date: August 14, 2023**

REGULAR AGENDA ☒ **Meeting Date: August 22, 2023**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other: Current Use Assessment Approval

Documents exempt from public disclosure attached: ☐

Executive summary:
In the 1st half of 2023, Clallam County received four (4) requests for reclassification from the Farm & Agriculture and Designated Forest Land Tax Designations into the Open Space Tax Program (Current Use). DCD Staff prepared staff reports for each application determining their eligibility for the Open Space program as well as analyzing the tax shifts that would result from said application. On July 19, 2023 the Clallam County Planning Commission held a public meeting reviewing the provided staff reports. The Planning Commission voted 5-0 to recommend that the Board of Clallam County Commissioners take action on the approval of the 1ST Half 2023 Current Use Assessment Applications consistent with the provided reports.

Budgetary impact: No Budgetary Impact. Approval of the Open Space Tax Program (Current Use) applications will result in new tax classifications for subject parcels, but will have no direct budgetary impact. **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: Vote to Approve Current Use Assessment Applications for the 1st Half of 2023.

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

Name of Employee/Stakeholder attending meeting: Katherine Connors, Associate Planner

Relevant Departments: Department of Community Development & Office of the Assessor

Date submitted: August 9, 2023

---

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

COMMISSIONER ITEM SUMMARY
Revised: 3-04-2019

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

RESOLUTION _____, 2023

AUTHORIZING ACTION ON CURRENT USE ASSESSMENT (CUA) APPLICATIONS PURSUANT TO CLALLAM COUNTY CODE CHAPTER 27.08, OPEN SPACE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act.

2. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use.

3. In the 1st half 2023, Clallam County received four (4) requests for reclassification into the Open Space Program.

4. In accordance with Clallam County Codes 27.08, Open Space; 26.01, Planning Agency; and Title 31, Comprehensive Plan, the Planning Commission held a duly advertised public hearing July 19, 2023 and motioned to approve the Open Space applications by a vote of 5-0.

5. The recommendation of the Planning Commission and corresponding changes in land valuation are reflected below:

Table A

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied for	Tax Shift	
CUA2023-00004	Gloria A. Davis, LP	033007-440030	14.86	0.71	O/S Reclass	$11.41	*to Applicant*
		033007-430000	10.10	5.66	O/S Reclass	$178	
CUA2023-00005	Sally Kesselman	053021-210110	19.55	7.88	O/S Reclass	$446.92	
CUA2023-00006	Grantees of Barbara E. Hull	123233-200000	76.11	46.39	O/S Reclass	$878.39	
CUA2023-00008	Jack R McEwan	053021-210100	19.53	18.53	O/S Reclass	$1008	

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

1. Approve the 1ST half 2023 Current Use Assessment applications and corresponding changes reflected above as consistent with Clallam County Code, Chapter 27.08, Open Space.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Commissioner, Chair

_____
Commissioner

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Commissioner

1st Half 2023 Current Use Assessment Applications Decision Document of the Clallam County Planning Commission

July 19, 2023

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use. An Open Space application's tax valuation is based on Public Benefit Resources as identified by the Ratings Table and adopted by the Planning Commission. The tax burden resulting from approval in the program is shifted to tax payers not enrolled in the program within the respective taxing district. The intent is the tax shift is offset by the public benefit derived by maintaining the property in its current use.

In 2023, the Clallam County Assessor's Office 4 applications for reclassifying 5 parcels into the County's Open Space Program from the Farm and Agriculture classification and the Designated Forest Land classification.

In accordance with the Clallam County Open Space Code (CCC 27.08), Planning Agency (CCC 26.01), and Title 31, Clallam County Comprehensive Plan, the Planning Commission held a duly advertised public hearing on July 19, 2023.

Following the close of the public hearing and after consideration of the applications, staff recommendation, public testimony, and other information provided at the public hearing, the Clallam County Planning Commission by a vote of 5-0 hereby recommends that the Board of Clallam County Commissioners take action on the 2023 1st Half Current Use Assessment Applications consistent with Table 1.

Respectfully Submitted,



Katherine Connors, Planner II

Department of Community Development, Clallam County

Staff Report to the Clallam County Planning Commission
2023 1st Half Current Use Assessment Applications
July 19, 2023

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty, and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than its highest and best use. Open Space properties are assessed based on Public Benefit Resources as identified and adopted by the local legislative authority. The tax burden resulting from approval in the program is shifted to other tax payers in that taxing district. The intent is that the tax shift is offset by the public benefit derived by maintaining the property in its current use according to the chapter.

Attached are the packet items for review in preparation for the public hearing regarding the 2023 Current Use Assessment (CUA) applications (reclassifications).

- Statistical Summary Tables
- Data Spreadsheet for Reclassification Applications (Table 1)
- Draft Decision Documents
- Individual Staff Reports

See below for a description of each section.

APPLICATION DATA

Table 1 contains the summary information for the reclassification applications under consideration: name, parcel number, acreage, and tax effect.

DRAFT DECISION DOCUMENT

Chapter 27.08 does not require that the Planning Commission prepare Findings of Fact and Conclusions of Law when making a recommendation to the Board of County Commissioners for action on CUA Applications. However, it is important to ensure that any recommendation of the Planning Commission is well documented and that the intent of the recommendation is clearly stated to the Board of County Commissioners for their consideration and action. That is why this Draft Decision Document has been submitted for your consideration. These documents summarize the applications currently under consideration.

Notwithstanding any additional changes, staff would recommend that this document be cited when making final recommendations on this matter. Certainly, if there are any changes that affect the outcome or decisions reached on any application, staff will modify this document accordingly to ensure it reflects the record.

STAFF REPORTS

Staff reports for each application review under consideration are included in the Planning Commissioner's packets. Applications, professional reports and other supporting documents are not included, but available online. To read individual applications, go to

clallamcountywa.gov, select "Services" at the top of the webpage, and then select "Permit System Online".

STATISTICAL SUMMARIES

The table below provides a summary of the reclassification reviews under consideration in this cycle and the corresponding tax shift as a result of approval of staff recommendations. The Staff Reports provide case-specific data that shows how the property owners will be affected should staff's recommendations be approved by the Planning Commission. Staff is recommending approval of the Reclassification reviews presented in this round (5 parcels, 4 owners).

1st Half 2023 Open Space Application Summary	
ACREAGES WITH TAX INCREASES (reclassification to O/S from other program)	79.17
DOLLAR AMOUNT OF TAX INCREASES (to owners)*	$2522.72
ACREAGES WITH TAX DECREASES (new to O/S)	0
DOLLAR AMOUNT OF TAX INCREASES TO THE PUBLIC	$0

* Shifted from the public back to the individual owners

TABLE 1: 2023 1st Half Current Use Assessment Open Space Applications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied For	Tax Shift	
CUA2023-00004	Gloria A. Davis, LP	033007-440030	14.86	0.71	O/S Reclass	$11.41	*to Applicant*
		033007-430000	10.10	5.66	O/S Reclass	$178	
CUA2023-00005	Sally Kesselman	053021-210110	19.55	7.88	O/S Reclass	$446.92	
CUA2023-00006	Grantees of Barbara E. Hull	123233-200000	76.11	46.39	O/S Reclass	$878.39	
CUA2023-00008	Jack R McEwan	053021-210100	19.53	18.53	O/S Reclass	$1008	

Respectfully Submitted,

Katherine Connors

Department of Community Development, Clallam County

Staff Report to the Planning Commission
Current Use Assessment CUA2023-00008
August 7, 2023

Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

   A. Applicant: Jack R McEwan
   52 Lockerbie Pl
   Port Angeles, WA 98362

   B. Property IDs: 053021-210100 (geographic) 52908 (property)

   C. Parcel Acreage: 19.53 total acres

   D. Acreage Under Review: 18.53

   E. Home Site: Yes, 1 acre.

   F. Legal Description: PARCEL 1 MCEWAN BLA SURVEY V91 P87 BPA EASE SURV V76 P49 AKA N2 NENW EXC R/W SURV V60 P48 1989 24X40 ARDMORE 110186

   G. Zoning: RCC3; Rural Character Conservation 3

   H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRS points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Development pressure/zoning	CCC 27.08.060(16)(a)	3
Class III wetlands	CCC 27.08.060(8)	2
Type 5 streams	CCC 27.08.060(4)	1
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

   A. Findings of Fact and Conclusions of Law:

      1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.

2. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").

3. The subject parcel is granted points for the presence of undelineated wetlands on the property. Unclassed wetlands accept public benefit points equal to that of Class III wetlands unless the applicant provides "*documentation that specifies the classification of the subject wetland. If necessary, such documentation shall be prepared, at the landowner's expense, by a professional consultant approved by Clallam County,*" CCC 27.08.060(8).

4. The subject parcel is granted points for the presence of a Type 5 creek under the eligibility language of the definition found in CCC 27.08.060(4), *"properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030…".*

5. No documents were presented that would allow for points to be given for farm and agriculture. Under the eligibility language found in CCC 27.08.060(14), the criteria listed below is required to be submitted for evaluation of farmland points. Should the applicant wish to delay this application to the Winter 2023 review cycle, they shall contact the Department of Community Development prior to July 7, 2023. Otherwise DCD shall procced with the 20% reduction amount for the July 19, 2023 Planning Commission Hearing. The below criteria shall be submitted to DCD prior to October 31, 2023 for evaluation of farm and agriculture points in the Winter 2023 cycle:

   (a) Documentation that the land has been used as farmland on a regular basis for the purpose of obtaining cash through animal husbandry; feeding, breeding, managing, and selling of livestock, poultry, furbearing animals, honey bees, or any products thereof; raising, harvesting, and selling of crops; or other use as described as "traditional farmland" per CCC 27.08.050(4).

   (b) A statement of intent including all interim measures that will be followed to protect and manage the land in a manner that allows resumption of commercial agricultural use. The statement shall provide the information as described in CCC 27.08.060(14)(c) including:

      (i) A nontechnical soils description and agricultural capability classification as assigned in the Soil Survey of Clallam County Area, published by the U.S. Department of Agriculture;

      (ii) A copy of the published soils map showing the boundaries of the subject property;

      (iii) A schedule of measures that are and will be used to accomplish the goals and objectives; and

      (iv) The steps that will be taken to conserve the agricultural soils to allow a return to commercial agricultural production.

6. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per $1000 of Value) tax area 176	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
$2,929	$106,790	$9.70	$28.41	$1,036	$1,008

*This is Farm Assessed value of $158/ac on 18.53 acres
**A. This is 80% of full Market Value of $133,488 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 18.53 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission
Current Use Assessment CUA2023-00006
August 7, 2023

Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

   A. Applicant: Grantees of Barbara E. Hull
   PO Box 92
   Clallam Bay, WA 98326

   B. Property IDs: 123233-200000 (geographic) 3876 (property)

   C. Parcel Acreage: 76.11 total acres

   D. Acreage Under Review: 46.39

   E. Home Site: No. Homesites exist on property under other PID's.

   F. Legal Description: PTN NW LYNG BETWEEN CO RD AND SR 112 AND E2NW E OF HWY EXC CFL 46.39A

   G. Zoning: R5, Rural Low

   H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use. 25.72 acres of the remaining property are within designated forest land, with 4 acres being noted as agricultural land use/reserve acreage (while containing homesites).

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 10 PBRS points on the acreage for a 30% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 1 or 2 streams*	CCC 27.08.060(4)	3
Development pressure/zoning	CCC 27.08.060(16)(a)	3
Landslide hazard areas	CCC 27.08.060(13)	2
Class III wetlands	CCC 27.08.060(8)	2
Total		10

*Per CCC 27.08.080 table footnote, may be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC.

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.

2. The subject parcel is granted points for the presence of the Clallam River, a Type 1 water, under the eligibility language of the definition found in CCC 27.08.060(4), *"properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030…".*
PBRS points are not granted for Shorelines, Meander Hazard Zones, or Floodway/Floodplains when Stream points are granted. "*Points shall not be assigned if the associated stream also qualifies the subject property for benefit points ..."(CCC 27.08.060(1),(2),(9).*

3. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").

4. The subject parcel is granted points for the presence of undelineated wetlands on the property. Unclassed wetlands accept public benefit points equal to that of Class III wetlands unless the applicant provides "documentation that specifies the classification of the subject wetland. If necessary, such documentation shall be prepared, at the landowner's expense, by a professional consultant approved by Clallam County," CCC 27.08.060(8).

5. No documents were presented that would allow for points to be given for farm and agriculture. Under the eligibility language found in CCC 27.08.060(14), the criteria listed below is required to be submitted for evaluation of farmland points. Should the applicant wish to delay this application to the Winter 2023 review cycle, they shall contact the Department of Community Development prior to July 7, 2023. Otherwise DCD shall procced with the 30% reduction amount for the July 19, 2023 Planning Commission Hearing. The below criteria shall be submitted to DCD prior to October 31, 2023 for evaluation of farm and agriculture points in the Winter 2023 cycle:

   (a) Documentation that the land has been used as farmland on a regular basis for the purpose of obtaining cash through animal husbandry; feeding, breeding, managing, and selling of livestock, poultry, furbearing animals, honey bees, or any products thereof; raising, harvesting, and selling of crops; or other use as described as "traditional farmland" per CCC 27.08.050(4).

   (b) A statement of intent including all interim measures that will be followed to protect and manage the land in a manner that allows resumption of commercial agricultural use. The statement shall provide the information as described in CCC 27.08.060(14)(c) including:

      (i) A nontechnical soils description and agricultural capability classification as assigned in the Soil Survey of Clallam County Area, published by the U.S. Department of Agriculture;

(ii) A copy of the published soils map showing the boundaries of the subject property;

(iii) A schedule of measures that are and will be used to accomplish the goals and objectives; and

(iv) The steps that will be taken to conserve the agricultural soils to allow a return to commercial agricultural production.

6. This review grants 30% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per $1000 of Value) tax area 302	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
$7,329	$109,643	$8.76	$82.08	$960.47	$878.39

*This is Farm Assessed value of $158/ac on 46.39 acres
**A. This is 70% of full Market Value of $156,633 or 30% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification review for current use assessment.

The subject areas are eligible for a 30% reduction in land valuation for 46.39 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission
Current Use Assessment CUA2023-00005
August 7, 2023

Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

   A. Applicant: Sally Kesselman
   PO Box 1097
   Shelton, WA 98584

   B. Property IDs: 053021-210110 (geographic) 86826 (property)

   C. Parcel Acreage: 19.55 total acres

   D. Acreage Under Review: 7.88

   E. Home Site: None; vacant lot.

   F. Legal Description: PARCEL 3 MCEWAN BLA SURVEY V91 P87 BPA EASE SURV V76 P49 FKA PTN S'LY MCEWAN PARCEL SURV V60 P48

   G. Zoning: RCC3; Rural Character Conservation 3

   H. Review Synopsis: Property is being reviewed as a reclassification request from Designated Forest Land to Current Use. The remaining 11.67 acres are in designated forest land.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRS points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Development pressure/zoning	CCC 27.08.060(16)(a)	3
Class III wetlands	CCC 27.08.060(8)	2
Type 5 streams	CCC 27.08.060(4)	1
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.

2. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").

3. The subject parcel is granted points for the presence of undelineated wetlands on the property. Unclassed wetlands accept public benefit points equal to that of Class III wetlands unless the applicant provides "*documentation that specifies the classification of the subject wetland. If necessary, such documentation shall be prepared, at the landowner's expense, by a professional consultant approved by Clallam County,*" CCC 27.08.060(8).

4. The subject parcel is granted points for the presence of a Type 5 creek under the eligibility language of the definition found in CCC 27.08.060(4), *"properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030…".*

5. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per $1000 of Value) tax area 176	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
$1,245	$47,280	$9.70	$12.08	$459	$446.92

*This is agriculture Assessed value of $158/ac on 7.88 acres
**A. This is 80% of full Market Value of $59,100 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 7.88 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission
Current Use Assessment CUA2023-00004
August 7, 2023
Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

   A. Applicant: Gloria A. Davis, LP
   9325 SW Meadow Ln
   Portland, OR 97225

   B. Property IDs: 033007-440030 (geographic) 17696 (property)
   033007-430000 (geographic) 17656 (property)

   C. Combined Parcel Acreage: 24.96 total acres

   D. Acreage Under Review: 6.37

   E. Home Site: None; vacant lots.

   F. Legal Descriptions: W 15A OF N2SESE EXC S 30FT OF E 10A PTN IN DFL and NESWSE EXC PTN IN OS

   G. Zoning: NC, Rural Neighborhood Conservation

   H. Review Synopsis: The subject properties are being reviewed as a reclassification request from Designated Forest Land to Current Use.

2. PLANNING DIVISION ANALYSIS:

The subject parcels are eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcels qualify for 23 PBRS points on the acreage for a 90% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Conservation easements, TDRs	CCC 27.08.060(17)	23
Total		23

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

   A. Findings of Fact and Conclusions of Law:

      1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.

2. The subject parcel is granted points the recording of a perpetual conservation easement recorded under AFN2023-1446761. "*Perpetual conservation easements that: protect natural habitat for fish, wildlife, plants or similar ecosystems; or preserve open space (including farmland and forestland) where such preservation is for the scenic enjoyment of the general public or pursuant to a clearly delineated federal, State, or local governmental conservation policy ."(CCC 27.08.060(17)(b & c).*

   While the subject properties would qualify for additional points under criteria such as development pressure/zoning (CCC 27.08.060(16)(a)) or habitat and endangered species protections (CCC 27.08.060(5)), 23 points is the maximum number of points considered for a reduction in land valuation.

3. This review grants 90% discount on the eligible acreage. See below table for tax summary:

PID	Current Assessed Value*	Value if Approved**	2023 Levy Rate (per $1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
17696	$75	$1,775	$7.67	$2.20	$13.61	$11.41
17656	$743	$24,150	$7.67	$7.32	$185	$178

*This is Forest Land Assessed value of $106/ac on 0.71 acres and a Forest Land Assessed value of $743 total on 5.66 acres

**A. This is 10% of full Market Value of $17,750 or 90% off and this is 10% of full Market Value of $241,500 or 90% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification review for current use assessment.

The subject areas are eligible for a 90% reduction in land valuation for 6.37 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

16

AGENDA ITEM SUMMARY

AUG 14 2023

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 08/14/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/22/2023**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract # 19910.23.001

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. 2022-55. North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement described as No Goat Farm Project authorized by Resolution No. 2023-036. This Grant Agreement was approved as to form by Dee Boughton.

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 change.
Funds for this contract are included in the 2023 Budget.

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

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

Name of Employee/Stakeholder attending meeting: _Rebecca Mahan_& Bruce Emery_____

Relevant Departments: ___DCD & BOCC_____

Date submitted: 08/07/2023

19910.23.001

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483
Project Title: No Goat Farm
Contract Number: 19910.23.001
Approval: Resolution 2023-036

1. Parties to this Agreement

This Clallam County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Clallam County (County), 223 East 4th Street, Port Angeles, WA and NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 602 East Front Street, and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. 2022-55.

3. Grant Administration

The grant is administered by Clallam County Department of Community Development on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (**Appendix A**).

5. Project Requirements

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement for the 27.29-acre property known in the records of the Clallam County Assessor as APN# 0430122102100000 and 0430122102000000, and as described in the March 28, 2023 Conservation Futures project application for the No Goat Farm Project (**Exhibit A**) and as authorized by Resolution No. 2023-036 **(Exhibit B).** Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

> *Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized*

by Washington law. Grantee hereby agrees to be bound by Clallam County Code (CCC) 5.45.040, the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on May 9, 2023 and end on November 11, 2024. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Monitoring Reporting Required.

Annual monitoring reporting by the Sponsor to the County is required every year after the closing of the conservation easement on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed $200,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project.

10. Unexpended Project Allocations

Should unexpended Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 60 days.

11. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Clallam Board of County Commissioners.

12. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and

against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. Except to the extent of County negligence, the Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars ($1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

a. Broad Form Property Damage, with no employee exclusion;

b. Personal Injury Liability, including extended bodily injury;

c. Broad Form Contractual/Commercial Liability – including completed operations;

d. Premises – Operations Liability (M&C);

e. Independent Contractors and subcontractors;

f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

* Certificate of Insurance;

* Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within sixty (60) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the

full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

14. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Sponsor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

15. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

16. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

17. Compliance with Applicable Statutes, Rules, and Clallam County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

18. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

19. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Clallam County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

20. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

21. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Clallam County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Clallam County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

a. the disputed issue(s);

b. the relative positions of the parties; and,

c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Rebecca Mahan, Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, WA 98362, within thirty (30) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial

tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Clallam County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

22. Termination for Funding

Clallam County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

23. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

24. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement and shall not transfer any interest in this Agreement without the express written consent of the County.

25. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

26. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

27. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact
Mike Auger
Conservation Director
North Olympic Land Trust
P.O. Box 2945
Port Angeles, Washington 98362

Conservation Futures Program Contact
Rebecca Mahan
Clallam County Department of Community Development
223 East 4th Street Suite 5
Port Angeles, WA 98362

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

28. Entire Agreement

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

29. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

30. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

31. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

32. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

33. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

34. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

35. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within three business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a "public record" subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

36. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

37. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Clallam, as if applied to transactions entered into and to be performed wholly within Clallam County, Washington between Clallam County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

38. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

39. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party's control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

40. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

41. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mark Ozias, Chair Date

By: _____
Randy Johnson, Commissioner Date

By: _____
Mike French, Commissioner Date

SEAL:

ATTEST:

_____
Loni Gores Date
Clerk of the Board

Approved as to form only:

_____ 7/31/2023
Dee Boughton Date
Attorney, Clallam County

North Olympic Land Trust

By: _____
Signature

Name: Thomas R. Sanford

Title: Executive Director

Date: 8/8/2023

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor "Sponsor," shall perform the following tasks in order to implement the No Goat Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN# 0430122102100000 and 0430122102000000, and as described in the March 28, 2023 Conservation Futures project application for the No Goat Farm Project (**Exhibit B**), that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

Deliverable 1b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Baseline Documentation Report

Sponsor shall provide a plan for stewardship, in the form of a Baseline Documentation Report.

Deliverable 2a: Electronic copy of Baseline Documentation Report.

Task 3: Annual Monitoring Reports

Sponsor shall monitor and report on the property as described in item "D" of this Agreement and submit required reports to the Conservation Futures Program Advisory Board (through staff) in the format provided for each year that it is required.

Deliverable 3a: Completed annual reports.

Exhibit A

Conservation Futures Project Application

NORTH OLYMPIC
Land Trust

Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@nolt.org

Board of Directors
Erika Lindholm
President
Wendy Clark-Getzin
Vice President
Jack Williams
Secretary
Steve Burkett
Treasurer
Bobbie Clawson
Julie Knobel
Kim Sager-Fradkin
Anna Swanberg
Richard Tucker
Karen Westwood
Gary Colley, emeritus
John Willits, emeritus/in memoriam

North Olympic Land Trust is accountable:

- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 28, 2023

Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust currently seeks to conserve No Goat Farm. The Land Trust requests consideration from the Conservation Futures Program for partial funding for this effort. Conserving this farm advances the goals of the Conservation Futures Program by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to eight development rights on lands best suited for agriculture.

North Olympic Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds and recreational opportunities. Over the past 33 years, the Land Trust has permanently protected more than 3,800 acres of land for farms, fish and forests, including over 700 acres on 24 local farms.

Although great strides have been made to protect local farmland, since 1945, Clallam County has lost 78% of its farmland at an average of 843 acres per year. The Land Trust focuses on permanently conserving prime farm properties identified and prioritized as core to building a resilient farm economy and maintaining our agricultural heritage.

With this application, the Land Trust requests Clallam County to allocate $200,000 of Conservation Futures funds toward the estimated total cost of $562,000 (pending an appraisal) to conserve this farm. When matched with funding secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program and planned community fundraising, this allocation would ensure the support necessary to protect these farmlands.

Please do not hesitate to contact me or if you have any questions for the Land Trust.

Respectfully,

Mike Auger

Conservation Director

RECEIVED
MAR 28 2023
CLALLAM COUNTY DEPT.

CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, SUITE 5
PORT ANGELES, WASHINGTON

Application for the purchase of development rights and conservation easement funded by the Conservation Futures Property Tax, Ordinance No.958

Instructions to the Applicant

* Please answer all questions as fully as possible.
* You may attach additional sheets if necessary to fully answer a question.
* Please attach copies of all deeds, surveys and lot certifications which describe the property
* If any item is inapplicable, please mark it "N/A".
* This is an application to sell rights and place a conservation easement on the property. The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
* Please submit questions and application to the Conservation Futures Coordinator who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust

2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362

3. Property Address, if different from mailing address: (of land seeking conservation)

   515 Towne Rd

   Sequim, WA 98382

4. Telephone: (360) 417-1815 ext. 5

5. Email Address: michele@northolympiclandtrust.org

6. Contact Person: Michele Canale, Land Protection Specialist

7. Type of legal entity:

   ( ) individual

   (X) corporation incorporated in the State of Washington (non-profit)

   ( ) general partnership created in the State of_____

   ( ) limited partnership created in the State of_____

   ( ) limited liability company created in the State of_____

8. LANDOWNER(S):

   Legal Name: Frederick W. Johns and Helle B. Andersen

   Mailing address: 111 Whidby Ave, Port Angeles, WA 98362

   Telephone/Fax/Email: rickandhelle@gmail.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ( ) Yes (X) No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

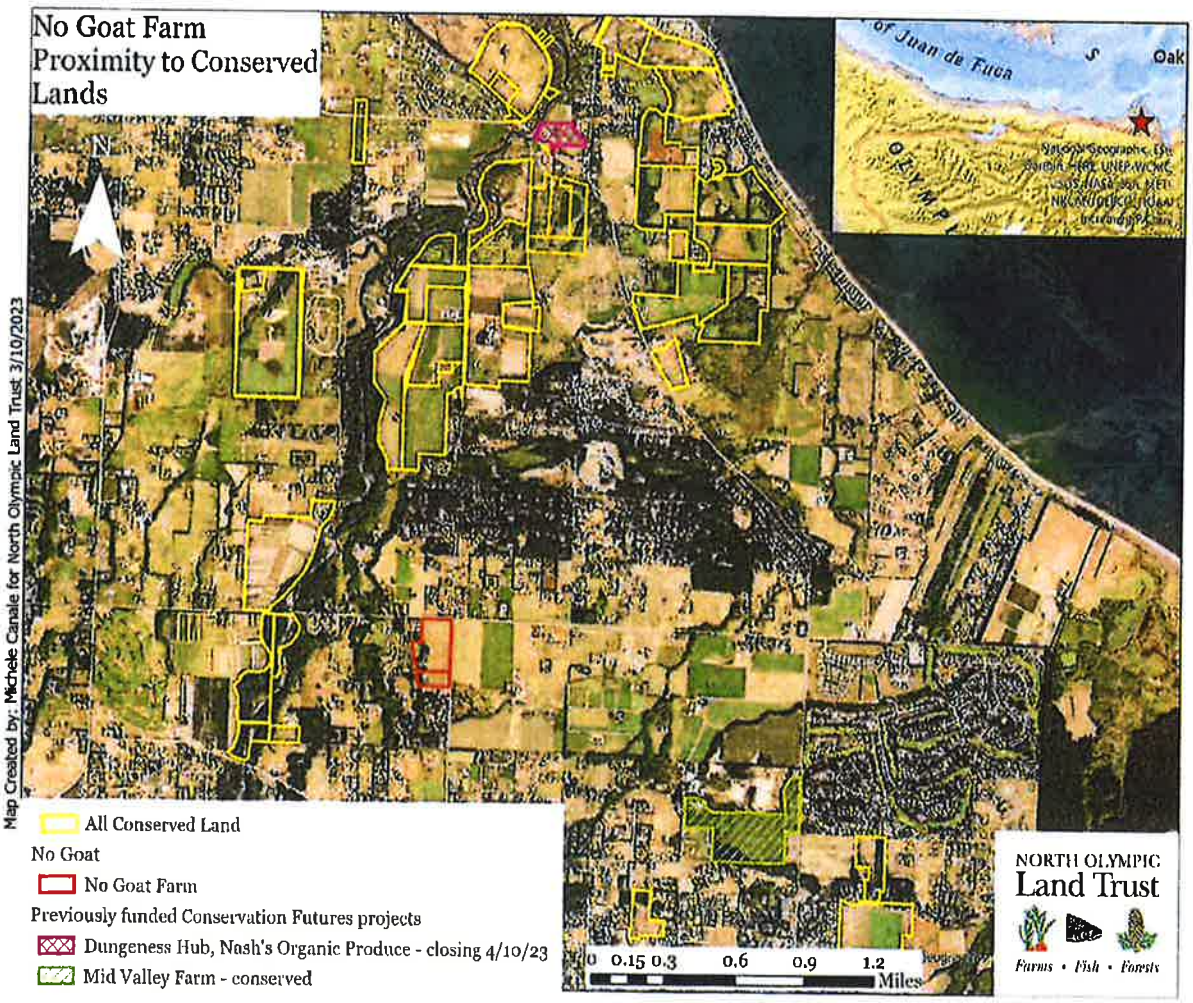
1. Is the property within the Agricultural Retention Zone?

( ) Yes (X) No

What is the proximity to other conserved farmland?

No Goat Farm is located in the Sequim-Dungeness Valley, with actively farmed land (zoned for Agricultural Retention) across Towne Road. To date, the closest conserved farmland is about ½ a mile away, what we refer to as Historic Ward Farm to the west. The Land Trust is active in seeking additional farmland conservation in the near vicinity to this farm.

There is additional conserved land (including farmland) nearby as shown on the map below. No Goat Farm is shown in red, and conserved lands are outlined in yellow.



Much of the conserved land shown above is in the lower Dungeness area, to the north of this property. The Land Trust has been working with our partners to conserve farmland and habitat in the lower Dungeness area since 1995 when John Willits placed a conservation easement on land he owned, Quacker Farm, in the midst of the Lower Dungeness Basin. The Jamestown S'Klallam Tribe, Clallam County, the Land Trust, Washington Farmland Trust, Washington Department of Fish and Wildlife (WDFW) and other partners including private landowners, began to form a collective vision for the Lower Dungeness that would ensure that the lands best suited for farming would remain as farmland, those best suited for wildlife would be left for the wildlife, and that all of it would retain the rural character that makes the flatlands surrounding the mouth of the Dungeness River vital to the community.

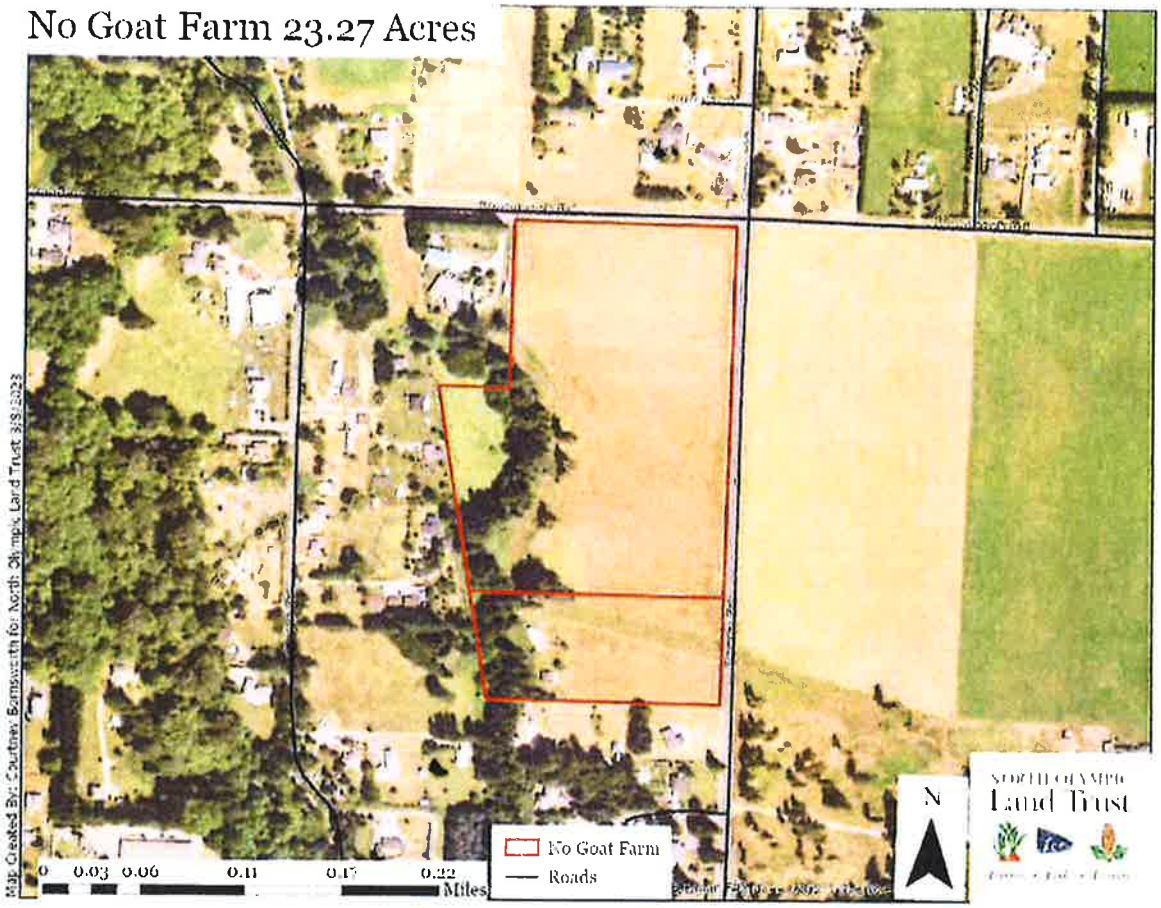
In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and other properties around this farm.

Additionally, in 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. It is also almost 100% a highly visible property, as shown in that analysis.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description. The 2023 draft survey, recently completed, is also attached.

The property is 23.27 acres as shown on the map below and the attached draft survey.



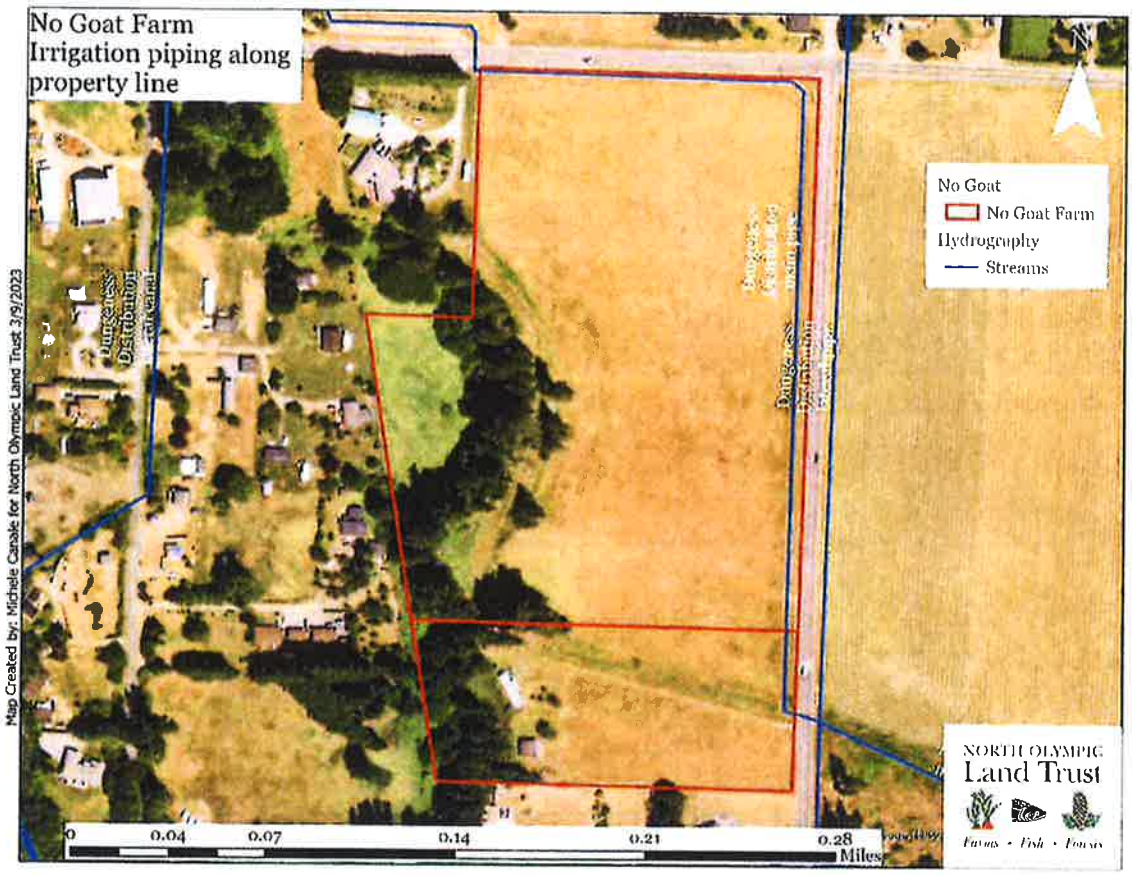
3. Are there any water rights associated with the parcels? (X) Yes ( ) No

   Please describe:

There is more than enough water for a viable farming operation.

1. The property has the main canal of the Dungeness Irrigation District running along the northern and eastern boundary of the property, as shown on the survey and on the map below. The landowners are paying for water usage through their property taxes, and Chi's Farm, the current farm operation leasing the property, will start irrigating when the season begins April 15th. There is adequate water through the Irrigation District for all of Chi's Farm's needs.
2. This property also has a water right G2-065825CL, associated with the smaller southern parcel. This claim, according to the Department of Ecology, is for a well that was grandfathered in November 2021. It allows for domestic water usage up to 5,000 gallons per day, and outdoor irrigation of up to ½ acre of non-commercial lawn and/or garden (since this well was used for this purpose prior

to the January 2013 effective date of the Dungeness Instream Flow Regulation (173-518 WAC)). This right can also be used for stock water for up to 15 horses, cows, sheep, llama, etc, if the landowners pay a one-time mitigation fee of $4,000.



4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

( ) 0-49% ( ) 50-75% (X) 76-100%

The property is 100% prime farmland soils. There are 3 soil types:

1. Agnew silt loam, 0 to 8 percent slopes, All areas are prime farmland. These are located in the northeast portion of the property.
2. Dick loamy sand, 0 to 15 percent slopes, Prime farmland if irrigated, which is the majority of the property.
3. Dungeness silt loam, all areas are prime farmland, which is a small portion along the western boundary.

This is shown below:



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Scott Chichester of Chi's Farm has been leasing the land since April 1st, 2022. He has seeded cover crops so far, and will plant up to half of the acreage in mixed organic vegetables in the future.

There are currently no livestock on the property. If any livestock, use the property, it will be in accordance with a Land Trust approved farm plan.

6. Please list all soil and water conservation practices and plans in effect on the property.

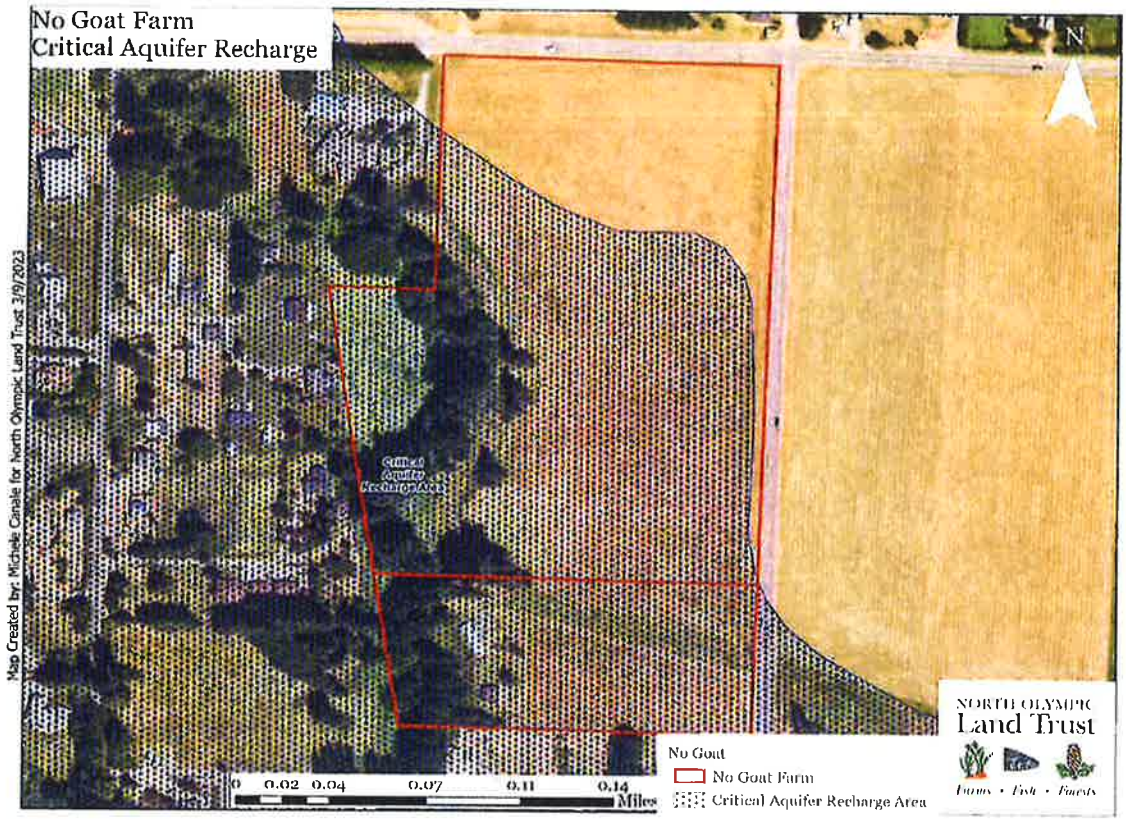
Chi's Farm is an organic farm. According to the Rodale Institute, "What connects all organic farming practices is their ultimate goal: to build and improve the soil, quite literally the foundation of our food system and our lives." As an organic farm, all Chi's Farm farming practices implement soil and water conservation practices. Specific examples include:

- The planting of cover crops. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth.
- The vegetable crops are rotated, which helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that will be more resilient with a changing climate regardless of conservation practices.

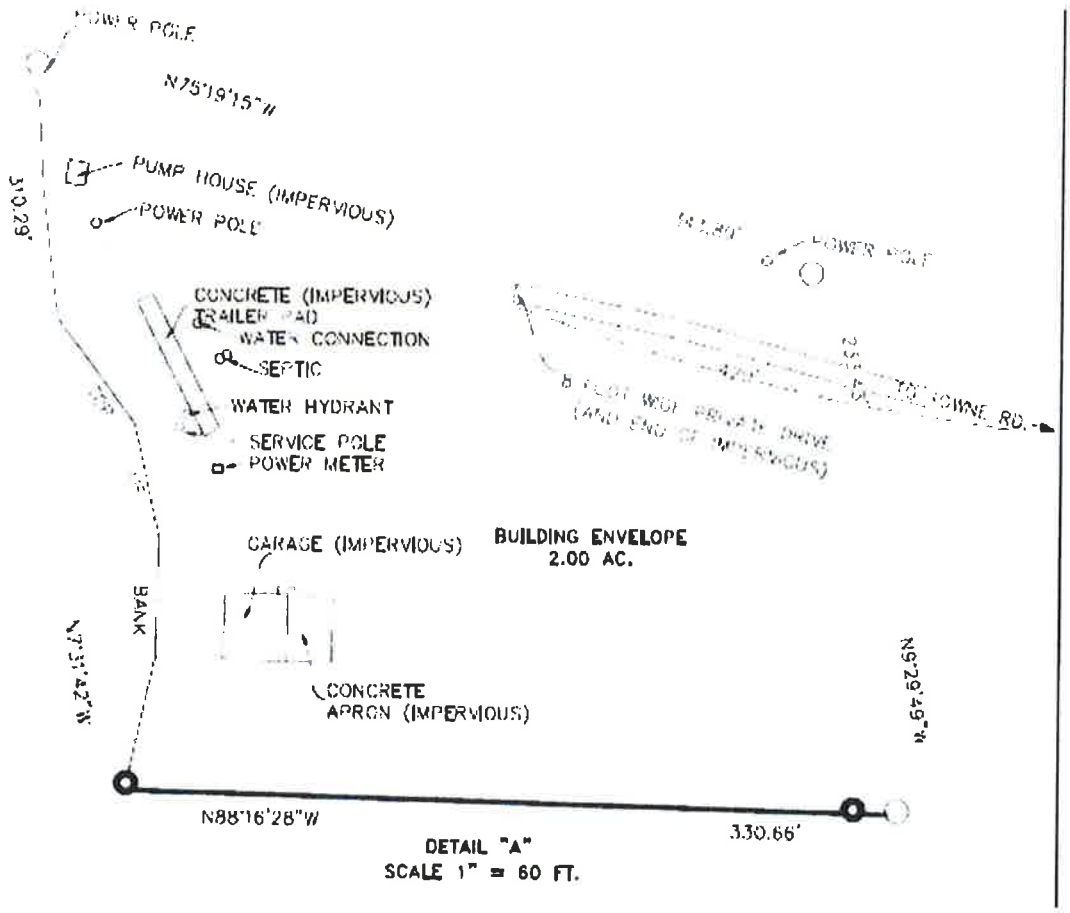
This land is also mostly critical aquifer recharge area, according to Clallam County. By protecting these areas, we are protecting the community's water by preventing pollution and maintaining supply. This is particularly critical in a changing climate with more scarce water resources at times. This is shown on the map below.



8. Please disclose all residences and buildings on the property

The only residential development on the property is a two-bay garage that is currently used for household goods storage, and a small well pump house located in the southwest property corner. A building pad and septic system are located just north of the garage, where a manufactured home was previously located.

This is all shown on the 2023 survey, an excerpt of it is depicted below:





Garage



Dungeness Irrigation District piping

9. Please provide a brief history of the property.

The farm has been largely covered by grass fields and has been used to grow hay since at least the 1930s. No evidence of large-scale row crop cultivation or heavy agriculture is noted in historical aerial photographs. This is backed up by conversations with the previous owner who shared that the property has been used for hay production since it's been a farm, though it was not farmed between 2016 and 2022.

According to a 1938 historic topographic map, this property was undeveloped except for an irrigation ditch constructed across the south and western portions of the property. By 1954, the property primarily consisted of hay and/or grass fields with a strip of trees running along the west side of the irrigation ditch. A trailer or manufactured home was placed in the southwest corner of the property in 1974. Based upon assessor records, the existing detached garage/shop building was built just south of the trailer soon thereafter in 1980. The irrigation ditch appears to have been filled in 2017, which is likely when the existing irrigation pipeline was installed along the east and north property edges. The manufactured house was removed from the property in 2022.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The landowners purchased the land in 2022. Previously, they had contacted North Olympic Land Trust to see if there was farmland available for purchase that we hoped to conserve. They were interested in being a bridge buyer in what is referred to as a Buy-Protect-Sell transaction. In such transactions, the land is purchased by a conservation-minded landowner who places a conservation easement on the land, reducing the value and making it more affordable for a farmer to purchase. The protected land is then sold to a farmer. Our last Buy-Protect-Sell was at River's Edge, with the Dungeness Valley Creamery. Strategies like this are critical to ensuring that farmers can buy land and have security of tenure. The broader community benefits by having greater access to local food.

The land is currently leased to Chi's Farm for a term of 5 years from April 1, 2022 through April 1, 2027. The agreement may be extended for an additional duration of 2 years at a time. Chi's Farm is very important to the farming community of the Sequim-Dungeness Valley. They have a highly successful community supported agriculture (CSA) program as well as a farmstand that's open year round, all providing fresh organic produce to the community.

This farm also has significance because it provides scenic open space along Woodcock and Towne Road, which many people drive or bike.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use the land adjacent to the Property and occasionally use the Property. Trumpeter Swans are a protected

species under state law and the Washington Department of Fish and Wildlife (WDFW) considers them priority species for conservation. The Forest Zone (shown on the survey) provides nesting habitat for Bald Eagle (*Haliaeetus leucocephalus*). There is currently one nest that has been used for many years, which the community enjoys viewing. The Forest Zone is also a buffer area for common species that might take refuge and/or forage on the farmland, and the forested corridor extends southward off the Property and is near to a larger forested stream corridor just west of the Property.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes ( ) No If Yes, please describe.

The property contains high-quality farmland that has been zoned NC (Rural Neighborhood Conservation). This zoning, with cluster development, allows for this property to be subdivided into a total of 9 lots, 4 without a cluster development, each with a potential residential dwelling unit. Fortunately, the current landowners would like to see it conserved in perpetuity as farmland. Experience has shown that acting quickly to meet landowner willingness is crucial.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality "agricultural lands from conversion to more intensive residential or commercial land use". A conservation easement will prevent this and extinguish 8 development rights, reserving only one.

The landowners need to maintain the approximately 2-acres of existing infrastructure as a building envelope on the property, as shown on the survey. This would also allow for a potential residence for future farmers and leave the large majority (21.27 acres) open to farming.

2. Please describe your plan for stewardship of this farmland.

The landowner's current plan hinges on their ability to sell a conservation easement on the property to protect it as a working farm. Their intent is to eventually sell the land to a farmer, and they desire to make this more affordable by removing 8 development rights. The landowners intend to keep it as a working organic farm for the near future, with Chi's Farm leasing it until at least April 1, 2027.

As the Land Trust accepts a conservation easement, a baseline documentation report is created, and we enter into a binding relationship with the current and future landowners to ensure that the property's current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over $1.4 million, and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts

across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes ( ) No If Yes, please describe.

With this proposal, the Land Trust requests that $200,000 from the Conservation Futures Fund be allocated towards the conservation of this farm. We have also requested funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The major factors that would decrease the amount needed from Conservation Futures is the actual easement value that is to be determined by the property appraisal.

In a best-case scenario, a property appraisal would occur this summer. This may be delayed by limited appraiser availability.

At this stage, we estimate the Land Trust's total costs for this effort to be about $562,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, and a Phase I environmental site assessment. This total includes the addition of $25,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2023 – Seek $200,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Spring/Summer 2023 – Finalize the plan with the existing agreement with the Jamestown S'Klallam Tribe for the use of up to $315,000 in funding from Floodplains by Design towards this effort.
- Spring/Summer 2023 - Based on the results of our Conservation Futures application, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2023.
- In a best-case scenario, the Land Trust could purchase the easement in late 2023 using funding from Floodplains by Design and Conservation Futures.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

While there is currently no written business plan, Scott Chichester has run a successful farming operation for many years. According to his website,

"Scott has been farming organically in the Dungeness Valley for over 20 years now, including many formative years at Nash's Organic Produce. After a brief detour North of the border to help get Fiore Farms off the ground, he returned to the area, starting his own business and lending a hand to Red Dog Farm in Chimacum. The next four years he split his time between teaching Agricultural Science and Biology at Sequim High School and running Chi's Farm.

Following his passion for farming, he now has returned full time to producing food. As his primary experience is growing organic vegetables, he knows how to make them tasty and beautiful. How? It all starts with the soil. The rest, well that is magic." (https://chisfarmcom.wordpress.com/chis-farm-the-mystery-revealed/)

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

As mentioned above, Scott Chichester of Chi's Farm has been leasing the land since April 1st, 2022. That lease ends April 1, 2027. The agreement may be extended for an additional duration of 2 years at a time. He has seeded cover crops, and will plant up to half of the acreage in mixed organic vegetables into the future. This farm is ideally located due to it's proximity to their farmstand on Towne Road, as well as being located a bit inland so is warmer than farmland closer to the Strait of Juan de Fuca.

For an idea of Chi's Farm operation, their website is a good resource: https://chisfarmcom.wordpress.com/.

There may be livestock on the property in the future, though none use it now. If livestock use the property, it will be in accordance with a farm plan.

There is currently no farm plan, but prior to closing the conservation easement, one will be completed and approved by North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	$200,000	$0	$200,000	36%
Sponsor Contribution	$362,000	$0	$362,000	64%
Other Source(s) Contribution(s)	$0	$0	$0	0%
Estimated Total Cost	**$562,000**	**$0**	**$562,000**	**Total match provided is 64%**

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Project Costs	Total	Conservation Futures Request	Floodplains by Designed (secured by Land Trust)	Land Trust Fundraising
Estimated Maximum Easement Purchase	**$480,000**	$200,000	$280,000	$0
Transaction Costs (Closing)	**10,000**	0	10,000	0
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	**25,000**	0	25,000	0
Land Trust Costs (Personnel, etc.)	**22,000**	0	19,500	2,500
Allocated to Land Trust Stewardship Fund	**25,000**	0	0	25,000
Total	**562,000**	**200,000**	**334,500**	**27,500**
Match		36%	59%	5%

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles (City) WA (State), on the 28 day of March, 2023

Name and Signature of Applicant:
Michael Adler, Conservation Director, North Olympic Land Trust

Name and Signature of Landowner:
Hezle Anderson

Name and Signature of Landowner:
Frederick Johns

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

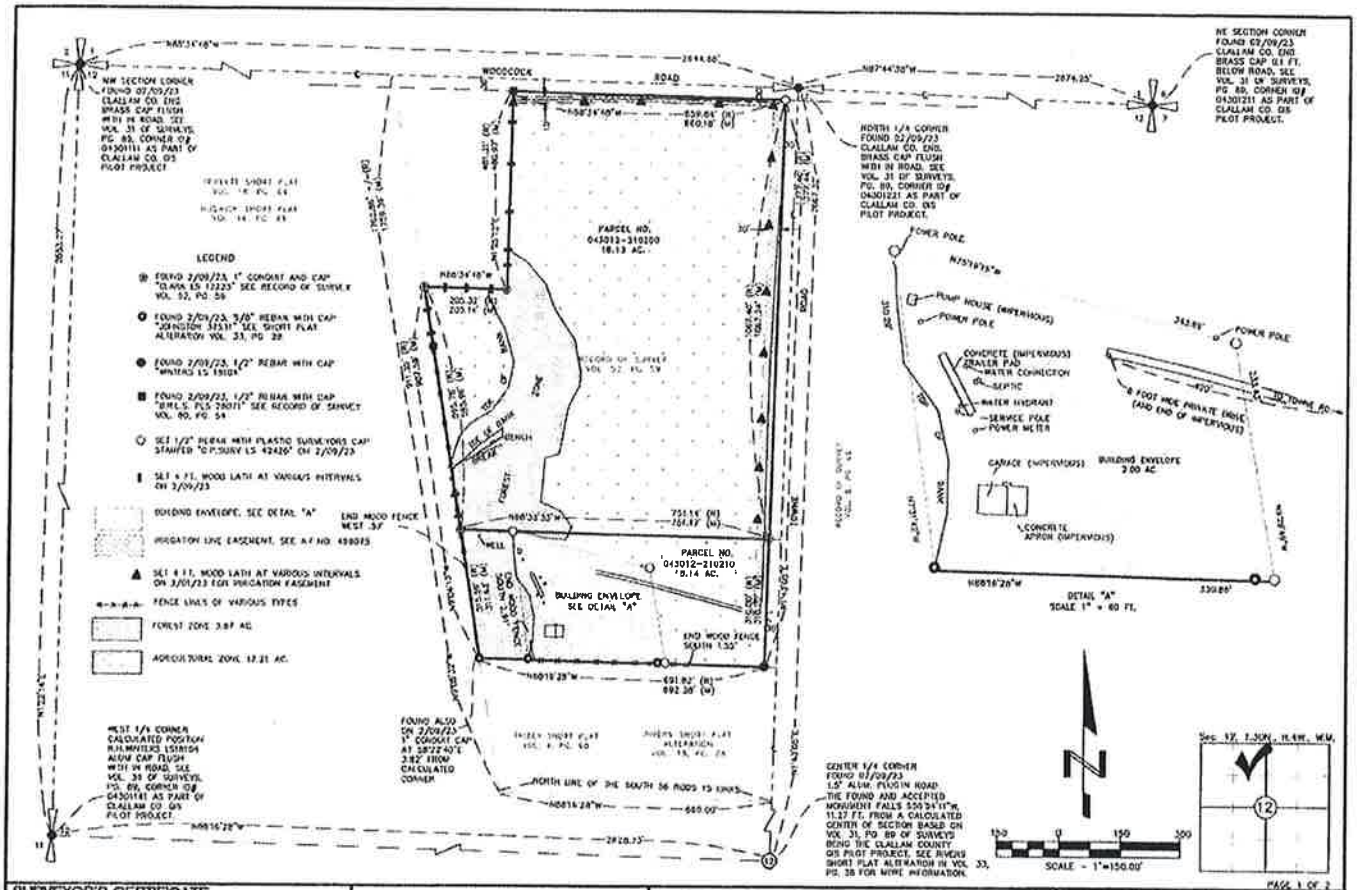
APPLICATION DEADLINE:
Applications must be received at the Department of Community Development Office, 223 East 4th Street, Suite 5, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Suite 5) until
12 p.m., Friday March 31, 2023 .

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:
Submit the **original application and one copy to**:
Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015
All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Department of Community Development will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:
Questions can be directed to the Conservation Futures Coordinator by email at Rebecca.mahan@clallamcountywa.gov or phone 360-417-2322

Clallam County Conservation Futures Program Advisory Board website can be found at this link: Conservation Futures Program Advisory Board (CFPAB) | Clallam County, WA (clallamcountywa.gov)



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SPENCER FAMILY LLP ON DEC. 9, 2022.

BRIAN N CAYS, PLS
CERTIFICATE NO. 42426

DATE SIGNED

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20 ____, AT _____ M, IN BOOK _____ OF SURVEYS, AT PG _____, AT THE REQUEST OF OLYMPIC PENINSULA SURVEYING AND DRAFTING, INC.

AUDITOR'S FILE NO. DEPUTY COUNTY AUDITOR

RECORD OF SURVEY

OF A PORTION OF

N.E. 1/4 N.W. 1/4 Sec. 12, T.30N., R.4W., W.M.

Clallam County, Washington

for

Fredrick W. Johns and Helle B. Andersen

Olympic Peninsula Surveying and Drafting, Inc.
P.O. Box 3234
Sequim, WA 98382
(360) 460-2934
opsurveying@olypen.com

Surveyed and Mapped
December, 2022 - February, 2023
Job No JOHNS_2000

LEGAL DESCRIPTION

SEE DEED A.F. NO 2022-1434270

PARCEL A:
THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF;
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 0°04'16" EAST 1702.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO 2004-1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 732170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B
THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 478.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 410 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421450;
THENCE SOUTH 0°04'16" EAST ALONG SAID WEST LINE 811.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLEY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 65°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

LOTS HERE WITH ARE SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:

1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THE EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
2) EXTERIOR BOUNDARIES HAVE BEEN FULLY MAPPED FOR ENCROACHMENTS, EXISTING FENCE LINES OR OCCUPATION LINES AS SHOWN HEREON, AND LOCATED ON FEBRUARY 09, 2023.
3) THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPATIONAL INDICATORS THAT MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N88°34'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST AS SHOWN ON THAT CLALLAM COUNTY G.I.S. PILOT PROJECT SURVEY RECORDED IN VOLUME 39 OF SURVEYS, PAGE 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SURVEY METHODS

THIS SURVEY WAS PERFORMED USING A 3 SEC. TOPCON PS SERIES 103 ROBOTIC TOTAL STATION. SOME DISTANCES WERE MEASURED USING A STEEL TAPE. ACCURACY MEETS STANDARDS SET FORTH BY WAC 332-130-090.
ALSO USED SPECTRA SB50A STAND ALONE GPS UNIT

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED THIS SURVEY SEE THIS RECORD OF SURVEY.
FOR ADDITIONAL RECORDS USED FOR REFERENCE SEE THE CLALLAM COUNTY G.I.S. PILOT PROJECT VOLUME 38, PAGE 89, THE TULLEY SHORT PLAT VOLUME 4, PAGE 68, THE SPENCER RECORD OF SURVEY VOLUME 52, PAGE 59 AND THE RIVERS SHORT PLAT ALTERATION VOLUME 33, PAGE 28, RECORDS OF CLALLAM COUNTY, WASHINGTON

NOTE:

THE RIVERS SHORT PLAT ALTERATION IN VOL. 33, PG. 28, WAS PERFORMED IN ORDER TO MAKE ALTERATIONS TO THE TALLEY SHORT PLAT IN VOL. 4, PG. 68. THE SAID RIVERS SHORT PLAT ALTERATION REPORTED MONUMENTS SET DURING THE COURSE OF THE SAID TALLEY SHORT PLAT WERE ERRONEOUS AND NOTED REMOVAL OF SAID TALLEY MONUMENTS ALONG THE NORTH LINE OF SAID TALLEY SHORT PLAT.
OUR RESURVEY OF VOL. 52 OF SURVEYS, PG. 59, WHICH IS ADJACENT TO THE TALLEY SHORT PLAT AND OUR RETRACEMENT OF THE NORTH LINE OF THE SAID TALLEY SHORT PLAT FINDS THE RIVERS SHORT PLAT ALTERATION TO HAVE MADE VIABLE CONCLUSIONS AND THE REMONUMENTATION THEREOF ACCEPTABLE.

(SEE EXPLANATION BELOW)

THE CLARK AND ASSOCIATES TALLEY SHORT PLAT VOL.4 PG. 68 AND SUBSEQUENT SPENCER SURVEY VOL. 52, PG. 59 APPEAR TO HOLD 1981 SURVEY BY J.U. WRIGHT WHICH DOES NOT FIT THE ACTUAL CONVEYANCE RECORDED IN 1973 UNDER A.F.NO. 473598 WHICH DESCRIBED THE NORTH AND SOUTH BOUNDARY OF THE SAID TALLEY SHORT PLAT AS THE NORTH LINE OF THE SOUTH 326 FEET AND THE NORTH LINE OF THE SOUTH 56 RODS 15 LINKS (933.9 FEET) (SEE RIVERS SHORT PLAT ALTERATION VOL. 33, PG. 28).
FOR OUR SECTION SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 12 OUR OFFICE USED THE CLALLAM COUNTY G.I.S. PILOT PROJECT IN VOL. 39, PG 89, USING RES TO THE NORTHWEST CORNER AND THE NORTH ONE-QUARTER AND USED THE CALCULATED CORNER OF THE WEST ONE-QUARTER BASED ON SAID G.I.S. PILOT PROJECT. WE THEN MADE A RE TO THE CENTER OF SECTION, THUS CREATING A SECTION BREAKDOWN FOR THE NORTHWEST ONE QUARTER OF SECTION 12, T.30N., R.4W., W.M., SHOWN HEREON.
WHEN YOU COMPARE OUR SECTION SUBDIVISION TO THE SECTION LINES SHOWN ON THE TULLY SHORT PLAT VOLUME 4, PAGE 68, THE SPENCER RECORD OF SURVEY VOLUME 52, PAGE 59, AND THE RIVERS SHORT PLAT ALTERATION VOLUME 33, PAGE 28, THEY MATCH VERY CLOSELY INCLUDING THE BEARING SHOWN ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER, BEING N88° 16'28"E.
THIS BEARING IS USED TO ESTABLISH THE NORTH LINE OF THE SOUTH 56 RODS, 15 LINKS (933.9 FEET) AND SUBSEQUENTLY THE NORTH LINE OF SAID TALLEY SHORT PLAT AND THE RIVERS SHORT PLAT ALTERATION WHICH IS COINCIDENT WITH THE SOUTH LINE OF THE SUBJECT PROPERTY.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED IN ORDER TO ESTABLISH THESE PROPERTIES INTO A CONSERVATION EASEMENT.
DETERMINATIONS WERE MADE ABOUT VARIOUS ZONES WITH A DELINEATED BUILDING ENVELOPE. THIS SURVEY DOES IS NOT INTENDED TO CREATE ANY ADDITIONAL LOTS OR DIVISIONS BESIDES AS NOTED THE VARIOUS ZONES; IE: FORESTED AND AGRICULTURAL.

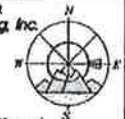
A NOTED PROBLEM WITH ONE OF THE EXCEPTIONS TO THE DEED, A.F.NO. 2022-1434270; EXCEPT THAT PORTION AS DISCLOSED BY A.F.NO. 2004-1135528, WHICH IS BASED ON AND REFERS TO, RECORD OF SURVEY IN VOLUME 52, PAGE 59, CALLS OUT THE BEGINNING POINT BEING THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER, THEN THE METES AND BOUNDS FOLLOW AS PER SAID RECORD OF SURVEY VOLUME 52, PAGE 59, BUT DOES NOT TAKE INTO ACCOUNT THE 30 FOOT EASEMENTS ALONG THE EAST AND NORTH OF THE DESCRIBED PARCEL.



RECORD OF SURVEY

OF A PORTION OF
N.E. 1/4 N.W. 1/4 Sec. 12, T.30N., R.4W., W.M.
Clallam County, Washington
for
Fredrick W. Johns and
Helle B. Andersen

Olympic Peninsula Surveying and Drafting, Inc.
P.O. Box 3234
Sequim, WA 98382
(360) 460-2934
opsurveying@olypen.com



Surveyed and Mapped
December, 2022 - February, 2023
Job No. JOHNS_2000

OLYMPIC PENINSULA TITLE
LOCALLY OWNED SINCE 1982

Commitment

Olympic Peninsula Title

File No.: 123116-TO

WELCOME TO OLYMPIC PENINSULA TITLE



At Olympic Peninsula Title, our mission is to make the closing process secure, smooth and as easy as possible for all parties involved. For your convenience, this title commitment is searchable and contains hyperlinks to important documents related to your transaction. For information on how to interpret your title commitment click on the link below to see your titleLOOK summary for explanations of the different items on your title report.

Click here to access your custom titleLOOK

KEY FEATURES OF titleLOOK



Olympic Peninsula Title has been serving clients in Clallam County since 1982 and your satisfaction is our highest priority. We appreciate the opportunity to serve you and should you have any questions about this report or your transaction please do not hesitate to contact us at (360) 457-4451, email the order contact listed on Schedule A, or text Oly, our Digital Online Assistant, at (360) 454-9885.

ALTA Commitment for Title Insurance

Issued By Old Republic Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:

Shellie Holden, Title Examiner

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C. Monroe President

Attest David Wold Secretary

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse
   claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865

OLYMPIC PENINSULA TITLE
Title Insurance • Escrows • Contract Loan Servicing

495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

North Olympic Land Trust
602 E. Front St.
Port Angeles, WA 98362

Order No.: **123116-TO**
Reference: **Johns/**
cc: **-**

For Service on this order call: Shellie Holden at Port Angeles 360-457-4451
OR send E-Mail message to: shellie@olypentitle.com

SCHEDULE A

1. Commitment Date: **October 19, 2022 at 08:30 AM**
2. Policy or Policies to be issued:
   a. ALTA Owners Policy (06/17/06)

   Amount: $0.00

Premium:	$0.00
Sales Tax:	$0.00
Total:	$0.00

   Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

   Frederick W. Johns and Helle B. Andersen, a married couple
5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Commitment for Title Insurance
EXHIBIT "A"

Order No.: **123116-TO**

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF:
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9 ° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Commitment for Title Insurance
SCHEDULE B, PART I

Requirements

Order No.: **123116-TO**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

4. Pay the agreed amount for the estate or interest to be insured.

5. Pay the premiums, fees, and charges for the Policy to the Company.

6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.

9. In order to assure timely recording, all recording packages should be sent to:

   Olympic Peninsula Title Company
   403 S. Peabody Street
   Port Angeles, WA 98362
   Attn: Recorder

10. Recording fees charged by Clallam County are billed as follows:
    Deeds: $203.50 for the 1st page and $1.00 for each additional page.
    Deeds of Trust: $204.50 for the 1st page and $1.00 for each additional page.

    Effective as of 7/25/2021

11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

Commitment for Title Insurance
SCHEDULE B, PART I
(Continued)

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.

13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PTN NENW & SENW S12-T30N-R4W WM

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of $50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.

2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

3. There are 2 conveyances affecting said land recorded within 24 months of the date of this report.

4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

Commitment for Title Insurance
SCHEDULE B, PART II

Exceptions

Order No.: **123116-TO**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAR STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

B. GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.

5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

7. Unpatented mining claims, and all rights relating thereto.

8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.

9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.

10. Water rights, claims or title to water.

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

   AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST $500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE $500,000.01 UP TO $1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE $1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE $3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

   (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

   TAX ACCOUNT NO.: 04-30-12-210200 (PARCEL A)
   PROPERTY ID NO.: 36776
   YEAR: 2022
   AMOUNT BILLED: $2,318.54
   AMOUNT PAID: $1,159.30
   PRINCIPAL BALANCE: $1,159.24

   TAX ACCOUNT NO.: 04-30-12-210210 (PARCEL B)
   PROPERTY ID NO.: 36780
   YEAR: 2022
   AMOUNT BILLED: $1,587.35
   AMOUNT PAID: $793.70
   PRINCIPAL BALANCE: $793.65

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

   RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

4. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2017-1350553, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

   RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   GRANTEE: CLALLAM COUNTY
   PURPOSE: SLOPES
   AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
   RECORDED: August 8, 1979
   RECORDING NO.: 499074

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   GRANTEE: CLALLAM COUNTY
   PURPOSE: IRRIGATION DITCH
   AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
   RECORDED: August 8, 1979
   RECORDING NO.: 499075

7. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

END OF SPECIAL EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

2022-1434270
Page 1 of 2 Warranty Deed
OLYMPIC PENINSULA TITLE COMPANY
Clallam County Washington 02/24/2022 01:48:55 PM
ELECTRONICALLY RECORDED

OLYMPIC PENINSULA TITLE

When recorded return to:
Olympic Peninsula Title Company
495 W Spruce St #5
Sequim, WA 98382

Escrow No.: 125467-DF

NO E 129732
CLALLAM COUNTY
TRANSACTION EXCISE TAX
SALE PRICE $605,000.00
DATE PAID FEB 24 2022
EXCISE AMOUNT $9,674.00
COUNTY TREASURER
BY D KING

STATUTORY WARRANTY DEED

THE GRANTOR(S), Spencer Family Limited Partnership, a Washington Limited Partnership for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to Frederick W. Johns and Helle B. Andersen, a married couple the following described real estate, situated in the County of Clallam, State of Washington.

Abbreviated Legal:

PTN NENW & SENW S12-T30N-R4W WM

Tax Parcel No(s).: 04-30-12-210210/36780, 34-30-12-212780/29209 and 04-30-12-210200/36776

For **Full Legal** See Attached Exhibit "A"

Subject to exceptions to title also appearing on Exhibit "A"

Dated: January 21, 2022

Spencer Family Limited Partnership

BY _____
Marlene K Spencer, General Partner
SFLP

STATE OF WASHINGTON

COUNTY OF King

On this 28th day of Jan, 2022, before me personally appeared Marlene K Spencer, to me known to be the individual described in and who executed the within and foregoing instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Partner of Spencer Family Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year last above written.

_____
Julia McCutcheon, Notary Public
In and for the State of WA
Residing at Seattle
My appointment expires 01/22/2025
Affix stamp/seal

JULIA MCCUTCHEON
Notary Public
State of Washington
Commission # 190767
My Comm. Expires Jan 22, 2025

EXHIBIT A

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF;
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9 ° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET,
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON

TOGETHER WITH A 1973 MARLE 70/14 MOBILE HOME, VIN NO. 270FKK13X30201

SUBJECT TO:

1. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620

2. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2017-1350553

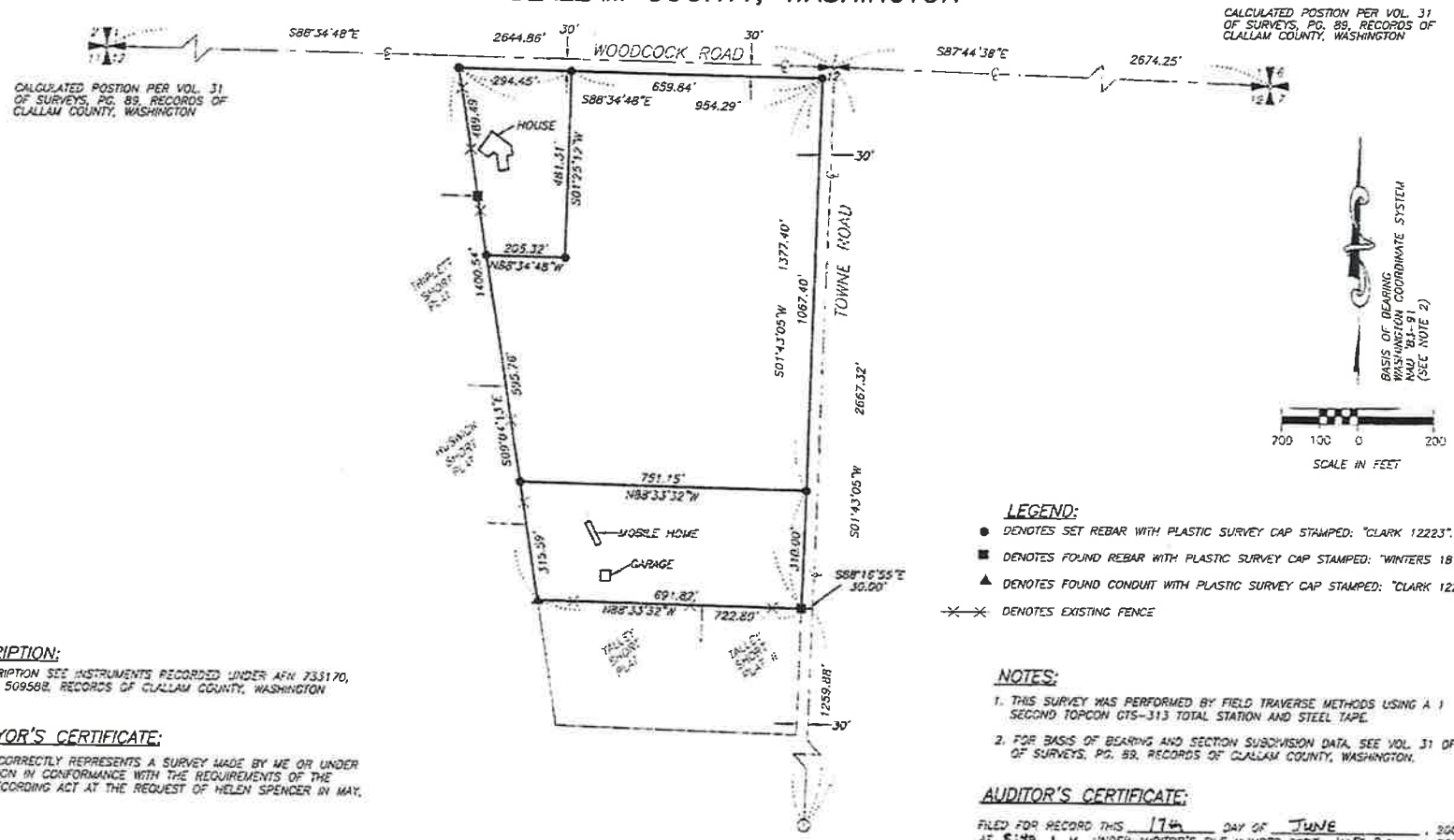
3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 499074

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 499075

SURVEY FOR: # HELEN SPENCER

IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.
CLALLAM COUNTY, WASHINGTON

2003 1110620 Clallam County



LEGEND:

- ● DENOTES SET REBAR WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- ■ DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED: "WINTERS 18104".
- ▲ DENOTES FOUND CONDUIT WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- ×—× DENOTES EXISTING FENCE

DESCRIPTION:

FOR DESCRIPTION SEE INSTRUMENTS RECORDED UNDER AFN 733170, 438688 & 509582, RECORDS OF CLALLAM COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HELEN SPENCER IN MAY, 2003.

KENNETH A. CLARK, PLS
L.S. NUMBER 12223
DATE: 6/16/03

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-313 TOTAL STATION AND STEEL TAPE.
2. FOR BASIS OF BEARING AND SECTION SUBDIVISION DATA, SEE VOL. 31 OF OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 17th DAY OF JUNE, 2003, AT 8:40 A. M., UNDER AUDITOR'S FILE NUMBER 2003 1110620, RECORDS OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF KENNETH A. CLARK.

CLALLAM COUNTY DEPUTY AUDITOR

N.T.S.

12(30N-4W)

CLARK LAND OFFICE
LAND SURVEYING & MAPPING
DEVELOPMENT CONSULTING
CONSTRUCTION MANAGEMENT

VOL. 52 PG. 59

Clallam County Assessor & Treasurer

Property Search Results > 36776 FREDERICK W JOHNS AND HELLE B ANDERSEN for Year 2022 - 2022

Property

Account

Property ID:	36776	Legal Description:	PTN N'LY 1607' NENW SUR V52 P59 LINE SUR V80 P54 SEE PROBLEM FILE
Geographic ID:	0430122102000000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	91
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	TOWNE RD SEQUIM, WA 98382	Mapsco:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	FREDERICK W JOHNS AND HELLE B ANDERSEN	Owner ID:	32958
Mailing Address:	111 WHIDBY AVE PORT ANGELES, WA 98362	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2022 - 23673 (Balance)	$974.96	$184.28	$0.00	$0.00	$1159.24

Total Amount to Pay: $

*Convenience Fee not Included

Taxes and Assessment Details

Property Tax Information as of 10/20/2022

Amount Due if Paid on: NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▸ Statement Details							
2022	23673	$1159.30	$1159.24	$0.00	$0.00	$1159.30	$1159.24
▸ Statement Details							
2021	23787	$1171.76	$1171.64	$0.00	$0.00	$2343.40	$0.00
▸ Statement Details							
2020	23909	$1287.49	$1287.43	$0.00	$0.00	$2574.92	$0.00
▸ Statement Details							
2019	24043	$1248.99	$1248.92	$0.00	$0.00	$2497.91	$0.00
▸ Statement Details							
2018	24253	$1268.35	$1268.27	$0.00	$0.00	$2536.62	$0.00
▸ Statement Details							
2017	24182	$1187.15	$1187.07	$0.00	$0.00	$2374.22	$0.00

Values

(+) Improvement Homesite Value:	+	$0
(+) Improvement Non-Homesite Value:	+	$0
(+) Land Homesite Value:	+	$0
(+) Land Non-Homesite Value:	+	$420,650

(+) Curr Use (HS):	+	$0	$0
(+) Curr Use (NHS):	+	$0	$0
(=) Market Value:	=	$420,650	
(–) Productivity Loss:	–	$0	
(=) Subtotal:	=	$420,650	
(+) Senior Appraised Value:	+	$0	
(+) Non-Senior Appraised Value:	+	$420,650	
(=) Total Appraised Value:	=	$420,650	
(–) Senior Exemption Loss:	–	$0	
(–) Exemption Loss:	–	$0	
(=) Taxable Value:	=	$420,650	

Taxing Jurisdiction

Owner: FREDERICK W JOHNS AND HELLE B ANDERSEN
% Ownership: 100.0000000000%
Total Value: $420,650
Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	0.9657201398	$420,650	$420,650	$406.23
STATE SCH	STATE SCHOOL PT 1	1.7928522326	$420,650	$420,650	$754.16
CC GENERAL	CLALLAM COUNTY GENERAL	0.9509605433	$420,650	$420,650	$400.02
DEVDISIBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999992	$420,650	$420,650	$10.52
LND ASSMT	LAND ASSESSMENT COUNTY	0.0011999997	$420,650	$420,650	$0.50
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	$420,650	$420,650	$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	$420,650	$420,650	$4.73
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1370518721	$420,650	$420,650	$57.65
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	$420,650	$420,650	$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.0145609538	$420,650	$420,650	$426.78
LIB	LIBRARY COUNTY	0.3764350825	$420,650	$420,650	$158.35
SD 323 GEN	SD 323 M & O	1.1086149491	$420,650	$420,650	$466.34
FIRE 3 BD	FIRE DIST #3 EMS	0.4526672602	$420,650	$420,650	$190.41
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.2793568038	$420,650	$420,650	$538.16
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4064063635	$420,650	$420,650	$170.95
CON FUTURE	CONSERVATION FUTURES	0.0231741667	$420,650	$420,650	$9.75
	Total Tax Rate:	8.5452503656			
				Taxes w/Current Exemptions:	$3,594.55
				Taxes w/o Exemptions:	$3,594.55

Improvement / Building

Sketch

No sketches available for this property.

Property Image



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES ACRES	PER ACRE	1.0000	43560.00	0.00	0.00	$90,000	$0
2	R EXCES AC	RES EXCESS ACRE	2.0000	87120.00	0.00	0.00	$90,000	$0
3	R SRPLS AC	RES SURPLUS ACREAGE	11.0000	479160.00	0.00	0.00	$220,000	$0
4	R SRPLS AC	RES SURPLUS ACREAGE	4.1300	179902.80	0.00	0.00	$20,650	$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	$0	$420,650	$0	$420,650	$420,650
2021	$0	$214,106	$0	$214,106	$214,106
2020	$0	$214,106	$0	$214,106	$214,106
2019	$0	$214,106	$0	$214,106	$214,106
2018	$0	$214,106	$0	$214,106	$214,106
2017	$0	$214,106	$0	$214,106	$214,106
2016	$0	$214,106	$0	$214,106	$214,106
2015	$0	$214,106	$0	$214,106	$214,106
2014	$0	$214,106	$0	$214,106	$214,106
2013	$0	$214,106	$0	$214,106	$214,106
2012	$0	$226,002	$0	$226,002	$226,002
2011	$0	$237,896	$0	$237,896	$237,896
2010	$0	$237,896	$0	$237,896	$237,896
2009	$0	$237,896	$0	$237,896	$237,896
2008	$0	$237,895	$0	$237,895	$237,895
2007	$0	$237,895	$0	$237,895	$237,895
2006	$0	$205,185	$0	$205,185	$205,185
2005	$0	$151,990	$0	$151,990	$151,990
2004	$16,920	$132,165	$0	$149,085	$149,085

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee
1	01/28/2022	WARRANTY D	WARRANTY DEED	SPENCER FAMILY LLP	FREDERICK W JOHNS AND HELLE B ANDERSEN
		29209	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	1973 14X64 MARLETTE #3
		36780	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	PTN OF S310 OF N1377 E2
2	12/27/1991	QUIT CLAIM	QUIT CLAIM DEED	SPENCER FAMILY LLP	SPENCER FAMILY LLP
3		QUIT CLAIM	QUIT CLAIM DEED	HELEN P SPENCER	HELEN P SPENCER FAMILY L T D
4		QUIT CLAIM	QUIT CLAIM DEED	HELEN PETRI SPENCER	

5	PERSONAL R	PERSONAL REPRESENTATIVES DEED	JAMES W SPENCER ESTATE	HELEN PETRI SPENCER
6	SPECIAL WA	SPECIAL WARRANTY DEED	CLIFFORD/MILDRED SCHULTZ	JAMES W / HELEN PETRI SPENCER

Payout Agreement

No payout information available..

Clallam County Assessor & Treasurer

Property Search Results > 36780 FREDERICK W JOHNS AND HELLE B ANDERSEN for Year 2022 - 2023

Property

Account

Property ID:	36780	Legal Description:	PTN OF S310 OF N1377 E2NW EXC R/W SUR V52 P59 PPMH 343012212780 SITS HERE
Geographic ID:	0430122102100000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	18
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	515 TOWNE RD SEQUIM, WA 98382	Mapsco:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	FREDERICK W JOHNS AND HELLE B ANDERSEN	Owner ID:	32958
Mailing Address:	111 WHIDBY AVE PORT ANGELES, WA 98362	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2022 - 23674 (Balance)	$740.11	$53.54	$0.00	$0.00	$793.65

Total Amount to Pay: $

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 10/20/2022

Amount Due if Paid on: NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▸ Statement Details							
2022	23674	$793.70	$793.65	$0.00	$0.00	$793.70	$793.65
▸ Statement Details							
2021	23788	$781.98	$781.90	$0.00	$0.00	$1563.88	$0.00
▸ Statement Details							
2020	23910	$852.89	$852.83	$0.00	$0.00	$1705.72	$0.00
▸ Statement Details							
2019	24044	$808.76	$808.70	$0.00	$0.00	$1617.46	$0.00
▸ Statement Details							
2018	24254	$818.42	$818.37	$0.00	$0.00	$1636.79	$0.00
▸ Statement Details							
2017	24183	$750.11	$750.04	$0.00	$0.00	$1500.15	$0.00

Values

(+) Improvement Homesite Value:	+	$32,430
(+) Improvement Non-Homesite Value:	+	$24,710
(+) Land Homesite Value:	+	$0
(+) Land Non-Homesite Value:	+	$157,800

(+) Curr Use (HS):	+	$0	$0
(+) Curr Use (NHS):	+	$0	$0
(=) Market Value:	=	$214,940	
(–) Productivity Loss:	–	$0	
(=) Subtotal:	=	$214,940	
(+) Senior Appraised Value:	+	$0	
(+) Non-Senior Appraised Value:	+	$214,940	
(=) Total Appraised Value:	=	$214,940	
(–) Senior Exemption Loss:	–	$0	
(–) Exemption Loss:	–	$0	
(=) Taxable Value:	=	$214,940	

Taxing Jurisdiction

Owner: FREDERICK W JOHNS AND HELLE B ANDERSEN
% Ownership: 100.0000000000%
Total Value: $214,940
Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	0.9657201398	$214,940	$214,940	$207.57
STATE SCH	STATE SCHOOL PT 1	1.7928522326	$214,940	$214,940	$385.36
CC GENERAL	CLALLAM COUNTY GENERAL	0.9509605433	$214,940	$214,940	$204.40
DEVDISIBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999992	$214,940	$214,940	$5.37
LND ASSMT	LAND ASSESSMENT COUNTY	0.0011999997	$214,940	$214,940	$0.26
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	$214,940	$214,940	$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	$214,940	$214,940	$2.42
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1370518721	$214,940	$214,940	$29.46
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	$214,940	$214,940	$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.0145609538	$214,940	$214,940	$218.07
LIB	LIBRARY COUNTY	0.3764350825	$214,940	$214,940	$80.91
SD 323 GEN	SD 323 M & O	1.1086149491	$214,940	$214,940	$238.29
FIRE 3 BD	FIRE DIST #3 EMS	0.4526672602	$214,940	$214,940	$97.30
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.2793568038	$214,940	$214,940	$274.98
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4064063635	$214,940	$214,940	$87.35
CON FUTURE	CONSERVATION FUTURES	0.0231741667	$214,940	$214,940	$4.98
	Total Tax Rate:	8.5452503656			
				Taxes w/Current Exemptions:	$1,836.72
				Taxes w/o Exemptions:	$1,836.72

Improvement / Building

Improvement #1: HOUSE **State Code:** 18 0.0 sqft **Value:** $24,710

Type	Description	Class CD	Sub Class CD	Year Built	Area
DET GAR	DETACHED GARAGE	01	03	1980	728.0

Improvement #2: UTILITIES **State Code:** 18 0.0 sqft **Value:** $32,430

Type	Description	Class CD	Sub Class CD	Year Built	Area
UT	UTILITIES	*	*	1974	1.0

Sketch

No sketches available for this property.

Property Image



Ownership History		Parcel Number
Date	Sales Price $	Legal Description
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Date	Sales Price $	
Deed	Vol/Pg	
Buyer		
Comments		

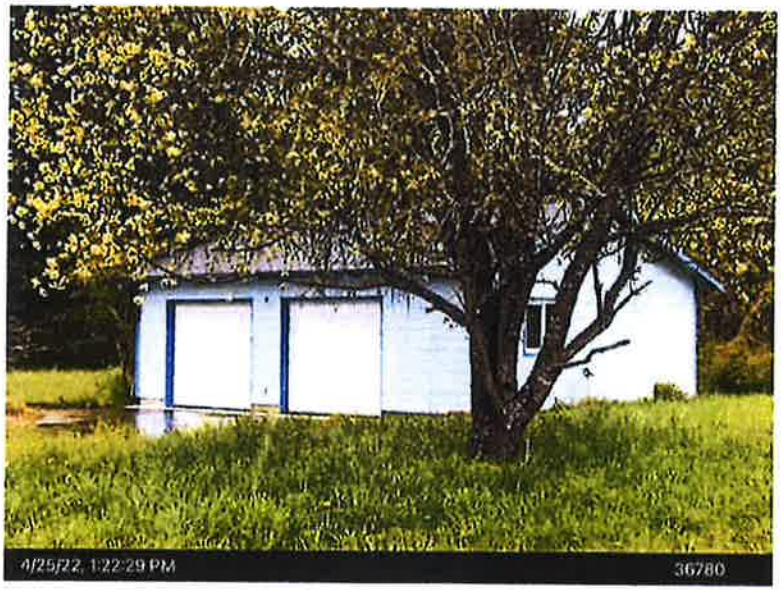


ONE ACRE OUT

PARCEL 043012210210
YEAR 2004

5.14	Total acres
$ 17,000	Value per acre
$ 87,380	Total value
25%	Site percentage
$ 38,848	1 acre site value
4.14	Remaining acres
11,723	Residual value per acre







Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	R SRPLS AC	RES SURPLUS ACREAGE	3.1400	136778.40	0.00	0.00	$62,800	$0
2	R SRPLS AC	RES SURPLUS ACREAGE	1.0000	43560.00	0.00	0.00	$5,000	$0

3	RES ACRES	PER ACRE	1.0000	0.00	0.00	0.00	$90,000	$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	$57,140	$157,800	$0	$214,940	$214,940
2021	$35,138	$127,396	$0	$162,534	$162,534
2020	$30,545	$127,396	$0	$157,941	$157,941
2019	$27,789	$127,396	$0	$155,185	$155,185
2018	$24,531	$127,396	$0	$151,927	$151,927
2017	$23,728	$127,396	$0	$151,124	$151,124
2016	$21,381	$127,396	$0	$148,777	$148,777
2015	$19,263	$127,396	$0	$146,659	$146,659
2014	$17,512	$127,396	$0	$144,908	$144,908
2013	$17,512	$127,396	$0	$144,908	$144,908
2012	$17,512	$134,474	$0	$151,986	$151,986
2011	$17,512	$141,551	$0	$159,063	$159,063
2010	$19,701	$141,551	$0	$161,252	$161,252
2009	$21,890	$141,551	$0	$163,441	$163,441
2008	$21,890	$141,550	$0	$163,440	$163,440
2007	$21,890	$141,550	$0	$163,440	$163,440
2006	$22,735	$122,090	$0	$144,825	$144,825
2005	$18,185	$90,435	$0	$108,620	$108,620
2004	$0	$78,640	$0	$78,640	$78,640

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Pa
1	01/28/2022	WARRANTY D	WARRANTY DEED	SPENCER FAMILY LLP	FREDERICK W JOHNS AND HELLE B ANDERSEN		
		29209	FREDERICK W JOHNS AND HELLE B ANDERSEN		515 TOWNE RD SEQUIM, WA 98382	1973 14X64 MARLETTE #3	
		36776	FREDERICK W JOHNS AND HELLE B ANDERSEN		TOWNE RD SEQUIM, WA 98382	PTN N'LY 1607' NENW SUR	

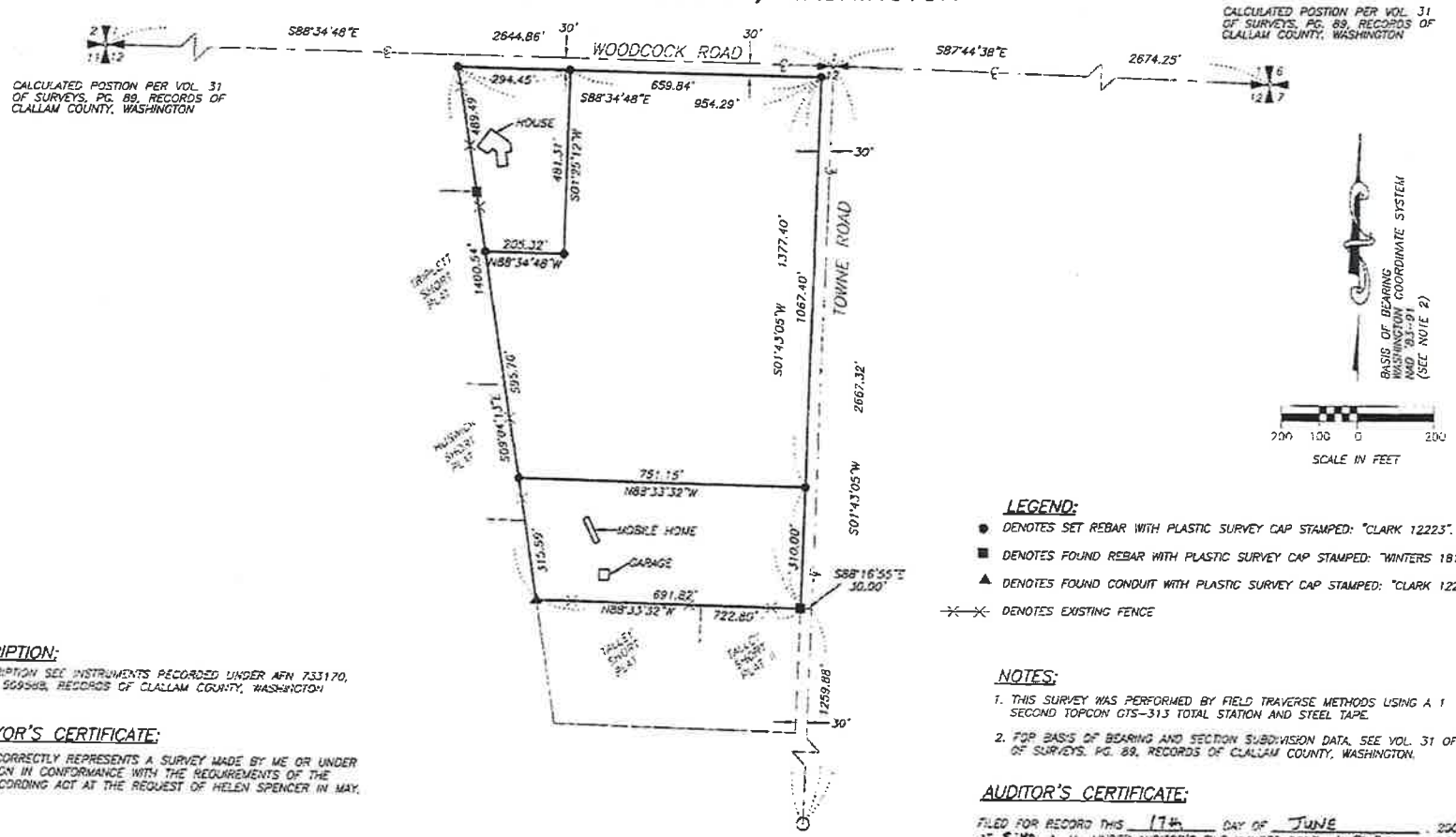
Payout Agreement

No payout information available..

SURVEY FOR: # HELEN SPENCER

2003 1110620 Clallam County

IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.
CLALLAM COUNTY, WASHINGTON



CALCULATED POSTION PER VOL. 31 OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON

LEGEND:

- ● DENOTES SET REBAR WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- ■ DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED: "WINTERS 18104".
- ▲ DENOTES FOUND CONDUIT WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- DENOTES EXISTING FENCE

DESCRIPTION:

FOR DESCRIPTION SEE INSTRUMENTS RECORDED UNDER AFN 733170, 438688 & 509548, RECORDS OF CLALLAM COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HELEN SPENCER IN MAY, 2003.

KENNETH A. CLARK STATE OF WASHINGTON 12223 REGISTERED PROFESSIONAL LAND SURVEYOR

Kenneth A. Clark

KENNETH A. CLARK, PLS
L.S. NUMBER 12223

DATE: 6/16/03

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-313 TOTAL STATION AND STEEL TAPE.
2. FOR BASIS OF BEARING AND SECTION SUBDIVISION DATA, SEE VOL. 31 OF OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 17th DAY OF June, 2003, AT 8:40 A. M., UNDER AUDITOR'S FILE NUMBER 2003 1110620, RECORDS OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF KENNETH A. CLARK.

CLALLAM COUNTY DEPUTY AUDITOR

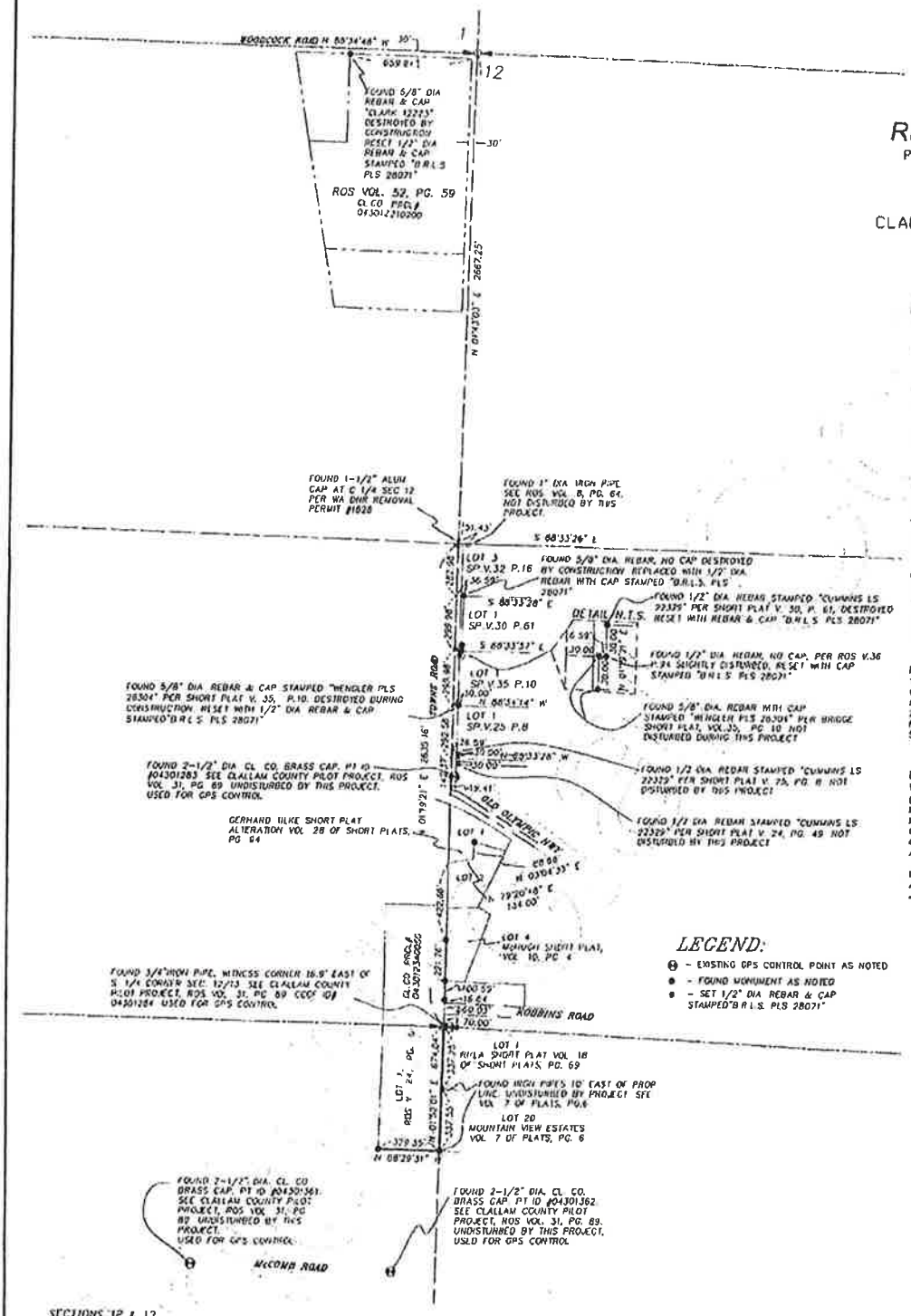
N.T.S

12(30N-4W)

CLARK LAND OFFICE
LAND SURVEYING & MAPPING
DEVELOPMENT CONSULTING
CONSTRUCTION MANAGEMENT

VOL. 52 PG. 59

2017-1350553 V 80 P: 054
06/07/2017 02:28 PM



RECORD OF SURVEY

PORTIONS OF SECTIONS 12 AND 13,
T. 30 N., R. 4 W., W.M.
CLALLAM COUNTY, WASHINGTON
PREPARED FOR
CLALLAM CONSERVATION DISTRICT

LEGAL DESCRIPTION:

SEE LOT DESIGNATIONS AND RECORDING INFORMATION AS NOTED IN THE DRAWING

PROCEDURES:
THIS RECORD OF SURVEY IS BASED ON A GROUND SURVEY UTILIZING CONVENTIONAL TRAVERSE METHODS AND GNSS RTK SURVEYING PROCEDURES.

THIS SURVEY MEETS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 332-130-090.

EQUIPMENT:
TRIMBLE S-9 ROBOTIC 3" TOTAL STATION
JAVAD TRIUMPH-LS RECEIVER AND T-2 BASE STATION.

DATE OF SURVEY:
MAY, 2017

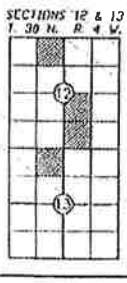
NOTES:
1. SEE MONUMENT REMOVAL PERMIT NO. 5699 DATED 3-22-17 ON FILE WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
2. SEE SURVEY RECORDED IN VOL. 31 OF SURVEYS, PAGE 89, RECORDS OF CLALLAM COUNTY, WASHINGTON FOR ADDITIONAL SECTION SUBDIVISION INFORMATION.

BASIS OF BEARINGS:
WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE, (NAD 83/91), AS DETERMINED FROM FIELD MEASUREMENTS MADE TO CLALLAM COUNTY GEOMETRIC CONTROL MONUMENTS CP04301283, CP04301284, CP04301361 AND CP04301362 SAID MONUMENTS BEING SHOWN ON RECORD OF SURVEY IN VOLUME 31 OF SURVEYS, PAGE 89 UNDER AF# 715131.

DISTANCES SHOWN HEREON ARE REDUCED TO SAID GRID BY A COMBINED SCALE FACTOR OF 0.999993632. THETA ANGLE = 1°42'48" AT CPS CONTROL POINT CP04301283.

LEGEND:
- ⊖ – EXISTING GPS CONTROL POINT AS NOTED
- ● – FOUND MONUMENT AS NOTED
- ● – SET 1/2" DIA REBAR & CAP STAMPED "B.R.L.S. PLS 28071"





Scale: 1" = 400'
0 400' 800 1200'

SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CLALLAM CONSERVATION DISTRICT IN MAY, 2017.

Bradley R. Lymangrover 6/7/17
BRADLEY R. LYMANGROVER, P.L.S. 28071 DATE

BRADLEY R. LYMANGROVER STATE OF WASHINGTON 28071 REGISTERED PROFESSIONAL LAND SURVEYOR 2001 INCORPORATED

AUDITOR'S CERTIFICATE:
FILED FOR RECORD THIS 7th DAY OF June 2017,
AT 2:28 P.M. IN VOLUME 80 OF SURVEYS, AT PAGE 54
AT THE REQUEST OF B.R. LYMANGROVER LAND SURVEYING.

Jane E. Hird - Deputy
COUNTY AUDITOR
AUDITOR'S FILE NUMBER 2017-1350553

	B.R. Lymangrover Land Surveying 55 STORM KING RD PORT ANGELES, WA 98363 PHONE: (360) 457-5961	SHEET 1 OF 1 DATE: 6/07/17 JOB# 17001

VOL 80 PG 54

499074

Construction & Maintenance

SLOPE EASEMENT

THIS EASEMENT, made this 30 day of May, 1979, between

James W. Spencer and Helen Petri Spencer, husband and wife

hereinafter called the grantor s;

and the County of Clallam, State of Washington, hereinafter called the Grantee.

WITNESSETH:

The grantor s, for and in consideration of

Mutual Benefits

and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, bargain, and convey unto the Grantee, its successors and assigns, a perpetual easement for the construction and maintenance of slope

upon the following described real property, situated in County of Clallam, State of Washington:

The Southerly 5 feet of the Northerly 35 feet of the Westerly 75 feet of the Easterly 990 feet of the Northeast Quarter of the Northwest Quarter of Section 12, Township 30 North, Range 4 West, WM, Clallam County.

Together with the right at all times to the Grantee, its successors and assigns, for ingress to and egress from said lands across adjacent lands of the grantor for the purpose of construction and maintenance of the improvement, project, development, or other work or structure which is the subject of this easement. Also, the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands, which, in the opinion of the Grantee, constitutes a menace of danger to said improvement, project, development or other work or structure which is the subject of this easement.

VOL 557 PAGE 039

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove or otherwise permanently abandon said improvement, project, development or other work or structure which is the subject of this easement, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

IN WITNESS WHEREOF the grantor___ has affixed his signature the day and year first above written.

James W Spencer
Grantor

Helen Petri Spencer
Grantor

399074

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this day personally appeared before me _____

JAMES W SPENCER & HELEN PETRI SPENCER

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30TH

day of MAY, 1979.

Notary Public in and for the State of Washington, residing at Port Angeles

RECORDED AT THE REQUEST
OF Clallam County
RECORDS OF CLALLAM CO.
1979 AUG -8 PM 3:50
LOIS C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
By _____ Deputy

VOL 557 PAGE 040

499075

IRRIGATION DITCH EASEMENT

CONSTRUCTION

This Easement, made this 30 day of May, 1979, between

James W. Spencer and Helen Petri Spencer, husband and wife

hereinafter called the grantors,

and the County of Clallam, State of Washington, hereinafter called the Grantee,

WITNESSETH:

The Grantors, for and in consideration of Mutual Benefits and other valuable consideration, do hereby grant unto the Grantee, its successors and assigns, a temporary construction easement for the re-alignment and construction of irrigation ditch upon and across the Easterly 990 feet of the Northeast Quarter of the Northwest Quarter of Section 12, Township 30 North, Range 4 West, W. M., Clallam County. Easement No. 1 to be 30 feet in width and Easement No. 2 to be 15 feet in width and lying approximately as follows:

EASEMENT NO. 1 - Commencing at the Southerly line of Woodcock Road at approximately Station 231.00, thence running Southerly to a point where it intersects with the existing irrigation ditch.

EASEMENT NO. 2 - Commencing on the above easement at a point 21 feet South of the southerly right of way line of Woodcock Road; thence in a westerly direction parallel to said road to the west line of said easterly 990 feet of said Northeast Quarter of the Northwest Quarter and a junction with the existing ditch to the west.

Together with the right to the Grantee, its successors and assigns for ingress to and from said lands across adjacent lands of the grantor for the purpose of construction of said ditches.

In witness whereof the grantor has affixed his signature the day and year first above written.

James W. Spencer
Grantor

Helen Petri Spencer
Grantor

VOL 557 PAGE 041

IRRIGATION DITCH EASEMENT CONSTRUCTION
Page 2

339075

STATE OF WASHINGTON)
) ss
County of Clallam)

On this day personally appeared before me James W. Spencer and Helen Petri Spencer to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of May, 1979.

Notary Public in and for the State of Washington, residing at Sequim.

REQUESTED BY
Clallam County
RECORDED IN RECORDS OF CLALLAM CO.
1979 AUG -8 PM 3:50
CLAIRE C. BROWN, AUDITOR
CLALLAM COUNTY, WASH.
BY

VOL 557 PAGE 042

OLYMPIC PENINSULA TITLE
LOCALLY OWNED SINCE 1982

Commitment

Olympic Peninsula Title

File No.: 123116-TO

WELCOME TO OLYMPIC PENINSULA TITLE



At Olympic Peninsula Title, our mission is to make the closing process secure, smooth and as easy as possible for all parties involved. For your convenience, this title commitment is searchable and contains hyperlinks to important documents related to your transaction. For information on how to interpret your title commitment click on the link below to see your titleLOOK summary for explanations of the different items on your title report.

Click here to access your custom titleLOOK

KEY FEATURES OF titleLOOK



Olympic Peninsula Title has been serving clients in Clallam County since 1982 and your satisfaction is our highest priority. We appreciate the opportunity to serve you and should you have any questions about this report or your transaction please do not hesitate to contact us at (360) 457-4451, email the order contact listed on Schedule A, or text Oly, our Digital Online Assistant, at (360) 454-9885.

ALTA Commitment for Title Insurance

Issued By Old Republic Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:
Shellie Holden

Shellie Holden, Title Examiner

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President

Attest David Wold Secretary

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse
   claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865

OLYMPIC PENINSULA TITLE
Title Insurance • Escrows • Contract Loan Servicing

495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

North Olympic Land Trust
602 E. Front St.
Port Angeles, WA 98362

Order No.: **123116-TO**
Reference: **Johns/**
cc: **-**

For Service on this order call: Shellie Holden at **Port Angeles 360-457-4451**
OR send E-Mail message to: shellie@olypentitle.com

SCHEDULE A

1. Commitment Date: **October 19, 2022 at 08:30 AM**
2. Policy or Policies to be issued:
   a. ALTA Owners Policy (06/17/06)

   Amount: $0.00

Premium:	$0.00
Sales Tax:	$0.00
Total:	$0.00

   Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

   Frederick W. Johns and Helle B. Andersen, a married couple
5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Commitment for Title Insurance
EXHIBIT "A"

Order No.: **123116-TO**

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF:
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9 ° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Commitment for Title Insurance
SCHEDULE B, PART I

Requirements

Order No.: **123116-TO**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

4. Pay the agreed amount for the estate or interest to be insured.

5. Pay the premiums, fees, and charges for the Policy to the Company.

6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.

9. In order to assure timely recording, all recording packages should be sent to:

   Olympic Peninsula Title Company
   403 S. Peabody Street
   Port Angeles, WA 98362
   Attn: Recorder

10. Recording fees charged by Clallam County are billed as follows:
    Deeds: $203.50 for the 1st page and $1.00 for each additional page.
    Deeds of Trust: $204.50 for the 1st page and $1.00 for each additional page.

    Effective as of 7/25/2021

11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.

13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PTN NENW & SENW S12-T30N-R4W WM

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of $50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.

2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

3. There are 2 conveyances affecting said land recorded within 24 months of the date of this report.

4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

Commitment for Title Insurance
SCHEDULE B, PART II

Exceptions

Order No.: **123116-TO**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAR STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

B. GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.

5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

7. Unpatented mining claims, and all rights relating thereto.

8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.

9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.

10. Water rights, claims or title to water.

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

   AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST $500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE $500,000.01 UP TO $1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE $1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE $3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

   (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

   TAX ACCOUNT NO.: 04-30-12-210200 (PARCEL A)
   PROPERTY ID NO.: 36776
   YEAR: 2022
   AMOUNT BILLED: $2,318.54
   AMOUNT PAID: $1,159.30
   PRINCIPAL BALANCE: $1,159.24

   TAX ACCOUNT NO.: 04-30-12-210210 (PARCEL B)
   PROPERTY ID NO.: 36780
   YEAR: 2022
   AMOUNT BILLED: $1,587.35
   AMOUNT PAID: $793.70
   PRINCIPAL BALANCE: $793.65

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

   RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

4. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2017-1350553, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

   RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   GRANTEE: CLALLAM COUNTY
   PURPOSE: SLOPES
   AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
   RECORDED: August 8, 1979
   RECORDING NO.: 499074

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   GRANTEE: CLALLAM COUNTY
   PURPOSE: IRRIGATION DITCH
   AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
   RECORDED: August 8, 1979
   RECORDING NO.: 499075

7. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

END OF SPECIAL EXCEPTIONS

Exhibit B

Resolution No. 2023-036

4b

MAY 09 2023

RESOLUTION 36, 2023

AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2023 APPLICATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

2. The statute requires the establishment of a Conservation Futures Program Advisory Board.

3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.

4. The Conservation Futures Program Advisory Board received one application from North Olympic Land Trust for Frederick W. Johns and Helle B Andersen.

5. The Conservation Futures Program Advisory Board met on April 12, 2023 to review applications and make a recommendation to the Board of Commissioners

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.

2. Authorizes a one-time expenditure from the Conservation Futures Fund to be allocated as follows: Frederick W. Johns and Helle B. Andersen up to $200,000

PASSED AND ADOPTED this 9th day of May 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randall A Johnson

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

CLERK OF THE BOARD
CLALLAM COUNTY
COMMISSIONERS
PORT ANGELES, WA

C:\Users\rebecca.mahan\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\01VBR6AM\Conservation Futures funding resolution 5-09-23.docx

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 8-14-2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
The Clallam County Board of County Commissioners held public hearings on April 11, 2023 and May 2, 2023 regarding the Planning Commissions recommended Sign Ordinance. The Board requested the Planning Commission relook at the ordinance and provide a final recommendation. The Planning Commission completed their review and voted 6-2 to forward the proposed sign ordinance which adds a definition for "alter", requires monument signs over pole signs, prohibits electronic signs, and removes the second paragraph of the enforcement section. The Board met on July 3, 2023 to discuss the completed review of the Planning Commission and decided to table a decision until they could review the Planning Commission's discussion and reach out to stakeholders for comment. The Board may now take action and decide how to proceed in order to vote on the proposed draft 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?)
Staff would like the Board to vote on the proposed ordinance.

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

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

Relevant Departments: DCD

Date submitted: 8-8-2023

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

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

Ordinance ____

An ordinance amending Clallam County Code Chapter 33.57 Signs

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 33.57.010. ~~Goals and intent~~Purpose is amended to read as follows:

~~(1) The goals of these sign regulations are:~~

(1~~a~~) To exempt certain signs from permitting requirements, prohibit specific signs as listed herein, and to establish minimum standards and permitting requirements for signs neither prohibited or allowed outright; ~~encourage the effective use of signs as a means of communication in the County;~~

~~(b) To maintain and enhance the visual environment and the County's ability to attract sources of economic development and growth;~~

(2~~c~~) To minimize excessive lighting in rural Clallam County along designated scenic highways;

(3~~d~~) To maintain and ~~enhance~~ not impede scenic views along the County's scenic highways;

(4~~e~~) To improve traffic and pedestrian safety and to ~~eliminate~~minimize distractions to vehicle drivers;

(5~~f~~) To minimize the potential adverse effects of signs on nearby public and private property;

(6) To prevent damage and personal injury from signs improperly constructed;

(7~~g~~) To ensure compliance with the Scenic Vistas Act and the Growth Management Act; ~~and~~

(8~~h~~) To enable the fair and consistent enforcement of these sign regulations.

~~This chapter is adopted under the zoning authority of the County in furtherance of the more general purposes set forth in this title.~~

~~(2) It is the intent of this chapter that signs may be erected, placed, established, painted, created or maintained in the County only in conformance with the standards, procedures, exemptions and other requirements of this chapter. The intent of this chapter, as more specifically set forth herein, is:~~

~~(a) To permit a variety of types of signs in commercial and industrial zones and a limited variety of signs in other zones, subject to the standards of this chapter;~~

~~(b) To permit certain signs which are small, unobtrusive, and incidental to the principal use of the lots on which they are located; provided, that these types of signs are not portable signs which often cause safety problems due to blockage of vehicle/pedestrian sight lines and are further subject to the substantive requirements of this chapter;~~

~~(c) To bring existing, nonconforming signs which exceed an area/height/number cap set in this chapter into compliance with these standards after a set period of time in order to further the goals and intent set forth in this chapter;~~

~~(d) To prohibit signs not expressly permitted by this chapter; and~~

~~(e) To provide for monitoring and compliance with the provisions of this chapter. This chapter distinguishes between signs by their structural type and duration of use but to the maximum extent possible does not distinguish between signs by their content. Certain types of signs are classified as temporary if they are only up for a short and specified period of time. Signs required by law, public signs required for safety, and public signage, the purpose of which is to inform the traveling public of public roadside facilities, are exempt from the ordinance requirements.~~

Section 33.57.020. Definitions is amended to read as follows:

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular. The word "shall" is mandatory; the word "may" denotes a use of administrative discretion in making a

decision. The words "used" or "occupied" shall be considered as though followed by the words "or intended, maintained, arranged or designated to be used or occupied."

(1) "Abandoned sign" means a sign that, for a period of more than six (6) months, no longer correctly identifies, exhorts, or advertises any person, business, lessor, lessee owner, product or activity conducted or available on or off the premises on which the sign is located. Signage on a property which is continuously listed for sale or lease shall not be considered abandoned. ~~for a period of six (6) months after which it shall be considered abandoned and subject to conformance with this chapter.~~

(2) "Administrator" means the Director of the Clallam County Department of Community Development or their ~~his/her~~ designee.

(3) "Advertising" means to announce publicly by emphasizing a printed notice or to call public attention to desirable qualities so as to arouse a desire to buy or patronize. This also includes logos, borders, backgrounds and accents.

(4) "A-frame sign" or "Sandwich Board sign" means two usually hinged boards not permanently attached to the ground and generally oriented to pedestrians.

(5) "Alter" means to change the structure of a sign in height, foundation, size, weight, materials or design in a manner that would require issuance of a building permit, not merely the change of copy. This definition specifically excludes the content or message present in the sign.

(6) "Animation" means the manipulation of electronic images in order to create moving images; or a sign depicting action, motion, light, or color changes through electrical or mechanical means.

(7) "Awning" means a shelter extending from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

(8) "Backlit sign" means a sign whose face is illuminated from behind.

(9) " Banner sign" means a flexible substrate on which copy or graphics are displayed. These signs can be mounted to a structure with a cord, rope, cable, or a similar method, or that may be supported by stakes in the ground. These signs are considered a temporary sign unless affixed to a building.

(10) "Building frontage" means the linear frontage of a building facing an abutting public or private street. When a building fronts on multiple streets, the building frontage shall be the one building front that would result in the greatest linear frontage.

(11) "Copy" means the words, logos, symbols, or message displayed on a sign.

(12) "Digital or Electronic components" means changeable copy that uses illumination (LED-light emitting diodes, LCD-light crystal display, plasma display, individual light bulbs) to display or project copy.

(13) "Electronic sign" means a changeable sign that generally uses a matrix of illumination elements (such as light emitting diodes (LED), liquid crystal display (LCD), plasma display, individual light bulbs, or other digital analog electronic media) capable of displaying words, symbols, figures, images, or graphics that can be electronically programmed to change automatically.

(14) "Exterior illuminated sign" means a sign illuminated by a light source that is directed toward and shines on the face of a sign.

~~(5) "Community event sign" means a temporary informational sign that pertains exclusively to a specific upcoming event sponsored by a nonprofit organization or by a governmental entity and is removed soon after the event.~~

~~(6) "Construction sign" means a temporary informational sign that identifies the architect, engineers, contractors, suppliers or grant agencies involved in construction project or announces the character of the building and is removed soon after completion of construction.~~

~~(7) "Election sign" means any sign which serves to influence, is intended to influence, or appears to be of the type which is commonly erected to influence, an election or ballot proposition.~~

(158) "Facade sign" means a sign which is attached parallel to and within nine (9) inches of the wall of a building, or vertical face of an awning or parapet which is supported by and confined within the limits of such wall, awning or parapet and which displays only one sign surface. "Facade sign" also includes signs affixed to (within nine (9) inches at one point) or painted on an awning, canopy or roof so long as they do not extend above the primary roofline or more than eight (8) feet from the outside edge of the building. Soft drink dispensing machines will be considered a facade sign if located within nine (9) inches of the building.

(16) "Fade" means a mode of message transition on a digital sign accomplished by varying light intensity or color, where the first message gradually grows faint and disappears.

(17) "Feather, Flutter, Flag, or Blade sign" means a freestanding portable sign that contains a harpoon-style pole or staff driven into the ground for support that resembles a sail or flag made of fabric, or nylon, or a flexible material.

(189) "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a repetitive pattern at less than one-minute intervals, or uses electrical energy to provide motion or the optical illusion of motion.

(1910) "Freestanding sign" means a sign which is supported by permanent uprights, pole or braces to the ground and which is not connected to a building.

(2011) "Grade" means the average elevation of the natural ground surface immediately below the sign before construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign; and provided, that when the elevation of the natural ground surface of a freestanding/monument sign is below the grade of the edge of the adjacent roadway, then the height of a freestanding or monument sign shall be measured from the grade at the outer edge of the roadway nearest the proposed sign location.

(2112) "Grand opening sign" means a temporary sign of no more than thirty (30) days' duration announcing the new opening of a store or a complete change in ownership or product line sold.

(2213) "Illuminated sign" means any sign illuminated in any manner by an on-site artificial light source. These signs include both exterior-illuminated and backlit signs.

(23) "Illegal sign" means any sign placed without proper approval or permits as required by any applicable zoning or building code and also any sign placed contrary to the terms of time limits of any permit, or out of compliance with any applicable code.

(24) "Legal Nonconforming sign" means any sign in existence within the County on the date of adoption of Ordinance 694 codified in the year 2000 which did not conform to all applicable laws in effect on the date the sign was originally erected. Also, those signs permitted under Ordinance 694 that do not conform to the standards herein.

(25) "Marquee" means a permanent, roof-like canopy with an integral sign that extends from part or all of the building face that may or may not project over a public right-of-way.

(26) "Memorial sign" means a sign memorializing a person, event, or significance related to a site, building, or structure.

(2314) "Monument sign" means a ground-related, freestanding sign which is attached to the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face. Banner signs on fences are considered a form of monument sign and are only allowed to be placed temporarily. ~~Signs on fences are considered a form of monument sign.~~

(2415) "Multiple-business complex" means a group of structures housing at least two (2) separate businesses or agencies operating under separate State tax numbers, or a single structure

containing more than one business with separating walls and at least one outside or inside access for each business which shares a common lot, access and/or parking facility operating under separate State tax numbers.

~~(16) "Multiple-business complex sign" means a sign that is designated to identify a multiple business complex including directory signs for businesses within the complex.~~

(29~~17~~) "Mural" means an outdoor wall painting on a building which consists exclusively of paint applied to the wall or to framework attached within nine (9) inches of the wall and which contains no advertising.

(30~~18~~) "Noise" means any intended or unintended sound created by the sign or its installed equipment which exceeds forty (40) decibels as measured from the nearest point adjacent to the property or place of business, whichever is closer.

~~(19) "Nonconforming sign" means any sign in existence within the County on the date of adoption of the ordinance codified in this chapter which does not conform with the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.~~

(31) "Permanent sign" means a sign attached to a building, structure, or the ground, in a manner that enables the sign to resist environmental loads, such as wind, and precludes ready removal or movement of the sign.

(32~~20~~) "Portable sign" or "Movable sign" means any ~~moveable~~ sign which is not permanently affixed to the ground or a structure or building. This definition includes movable reader boards, outdoor soft drink dispensers located farther than nine (9) inches from a building and sandwich boards that are placed so as to be seen from public right-of-ways.

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

(34~~22~~) "Real estate sign" means a temporary sign advertising real estate for sale, rent or lease.

(35) "Rotating sign" means a moving sign that physically revolves about an axis.

(36) "Sidewalk sign" means a moveable sign not secured or attached to the ground or surfaces upon which it is located, supported by its own frame.

(37~~23~~) "Sign" means any object, device, fixture, placard, banner, structure or portion thereof, including any letters, figures, design, symbol, trademark or device that uses any color, form, graphic, illumination, symbol or writing intended to advertise, announce the purpose of, or identify the purpose of a person or entity, or to attract attention to any message, activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise or to communicate information of any kind to the public, and which is visible from any right-of-way open to the public. Lighting that highlights an architectural feature of a building and does not consist of lettering, symbols or graphics shall not be considered a sign.

(38~~24~~) "Sign area" means the ~~entire~~ face of the sign, including advertising surface, backlit surface, but does not include ~~and~~ any framing, trim or molding, or supporting structure. ~~but does not include the supporting structure.~~ Sign area is measured by multiplying the maximum horizontal width by the maximum vertical width. The surface area of a sign painted on a wall, awning or roof shall be measured by multiplying the maximum width of the copy by the maximum length of the copy. Sign areas may also be calculated by measuring the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the advertising copy, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, including an awning. Supportive framework which contains no written copy or other advertising and is clearly incidental to the display itself shall not be included in sign area calculations; provided, that the sign support structure shall be

the minimum necessary to support the sign. For the purpose of this chapter the total sign area of any two (2) faced sign with parallel faces or V-type sign having an interior angle of forty-five (45) degrees or less shall be calculated as the area of the larger of the two (2) faces or one face if equal in size. All other multiple-faced or paneled signs shall be the total area of all faces or panels combined.

(3925) "Sign surface" means any surface of a sign upon which there is lettering, logos, symbols, or other advertising.

(4026) "Sign height" means the vertical distance from grade to the highest point of a sign or any projection thereof.

(4127) "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a pole or poles, or may be an integral part of a building. Structures that perform a separate use, such as a telephone booth, bus shelter, recycling or used goods container, etc., shall not be considered a sign structure. Sign structures shall be the minimum necessary to support the sign and shall not depict any product being advertised.

(4228) "Street" means a public or private way open to the general public for the purpose of vehicular traffic, including all classes of roadways and easements.

(4329) "Temporary sign" means a nonpermanent sign intended for use for a short period of time.~~, which includes election signs, construction signs, real estate signs, grand opening signs, community event signs and residential yard sale signs.~~

(4430) "Under common ownership" describes a situation where one person, corporation, legal entity or related legal entities owns contiguous properties occupied by closely related businesses in which case these businesses will be considered to be one business, operating on one property for the purpose of applying this chapter (i.e., a car dealership may cover multiple contiguous parcels and have several related businesses on these parcels but shall be considered to be "under common ownership" for the purpose of interpreting the provisions of this chapter).

(4531) "Vehicular signs" are signs affixed or painted on work vehicles, tractor-trailers, busses, vans or other vehicles.

(46) "Window sign" is any sign viewable through and/or affixed in any manner to a window or exterior glass that is intended to be viewable from the exterior. These signs count toward the square footage of façade signs.

Section 33.57.030~~060~~. Exempt signs is amended to read as follows:

The following types of signs shall be exempt from the standards established within this code and from the ~~certificate of compliance requirements~~permitting requirements of this chapter; provided, that the ~~any~~ standards in this section are met:

(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;

(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;

(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;

(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;

(5) The flag of a recognized government or noncommercial institution such as a school;

(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;

(7) Exterior signs or displays not visible from streets or ways open to the public;

(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;

(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; ~~and~~

(10) ~~Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade.~~Signs erected in anticipation of an election (for the purpose of advertising a candidate or proposal) shall be no greater than thirty-two (32) square feet in area and ten (10) feet in height above grade and shall be compliant with WAC 468-66-050 regarding removal;

(11) Replacement of legal nonconforming signs if not changed in height, shape, size, lighting/illumination and does not affect the structure of the sign;

(12) Painting, cleaning, refacing, or replacement of defective parts;

(13) Signs at a construction site, no more than three signs and no greater than 32 square feet each, that may identify the architect, engineers, contractors, supplies, or grant agencies involved in the construction project or announces the character of the building. Signs not permitted shall be removed fourteen days after construction is complete;

(14) Signs advertising real estate for sale, rent, or lease, no greater than thirty-two (32) square feet, and removed after the real estate transaction is complete;

(15) Grand opening or closing displays, such as temporary banners, flags, or balloons, are allowed to remain for a period of fourteen days from setup of the display, to announce the opening of a completely new business, new management, or closing of the business;

(16) Banner signs displayed for 3 months as a temporary monument sign used by businesses within commercial zones. Banner signs shall not be used as permanent monument signs. Banner signs affixed to a wall shall be required to be permitted as façade signs.

(17) One feather/flutter/flag/blade sign placed per 200 feet of road frontage. If fronting two or more roads the total of the road frontages determines the number of signs allowed to be used. The sign(s) shall remain in good condition with no rips, tears, frayed edges or be sun-faded.

(18) Portable signs used to provide traffic and directional information during events or for agricultural businesses that do not block safety sign lines of motorists pulling into or out from a business or within safety sight triangles on corner lots, and are removed immediately upon conclusion of the event or the end of the harvest season.

Section 33.57.040~~70~~. Prohibited signs is amended to read as follows:

The following signs or displays are prohibited, ~~except as otherwise specifically allowed within this chapter.~~and subject to enforcement action and/or removal by the County. ~~Prohibited signs are subject to removal by the County at the owner's or user's expense.~~

(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;

(2) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(32) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;

(43) Private signs on public utility poles;

(5) Any sign that interferes with safe sight distances (determined by the County Road Department) at an intersection or causes an intersection to be illuminated;

(64) Portable signs, except if placed as an exempt sign as listed in section 33.57.030, but that shall not ~~due to fact that they are often placed where they~~ block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;

~~(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;~~

(76) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;

(87) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall~~, pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;~~

(9) Banner signs that do not meet the exemption listed under 33.57.030;

(10) Pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(11) Parking of vehicles with the sole intent to remain stationary for more than three days for purposes of using the signage in or on the vehicle as advertising. Parking of registered vehicles on property with a company message is not considered intentionally advertising;

(812) Signs within the public right-of-way unless erected by Clallam County or the State of Washington. These signs are subject to removal by the Clallam County Road Department.

(13) Electronic signs.

Section 33.57.050~~030~~. Permitting~~Certificate of compliance~~ is amended to read as follows:

No sign may be erected, relocated, constructed, or altered within the areas of the County under Clallam County jurisdiction without a permit obtained from the Clallam County Department of Community Development. ~~A certificate of compliance for a sign is used to track sign installations for record keeping and to ensure all signs erected after passage of this chapter are in conformance with the chapter. No sign may be erected within the areas of the County under Clallam County jurisdiction without a certificate of compliance obtained from the Clallam County Department of Community Development~~ unless specifically ~~it is a temporary sign or an~~ exempt ~~sign~~ under this code (CCC 33.57.030~~33.57.080~~). Painting, cleaning, refacing, or replacement of defective parts may be completed without a permit; however, replacement of the sign structure will need to be reviewed by the building department to determine if a building permit is required in accordance with the International Building Code. ~~No nonconforming sign maintenance, except exchanging the area of existing advertising copy for a business not changing land use category or repainting to freshen faded~~

~~or damaged advertising copy shown on the face of the sign for a business not changing land use category or changing lighting tubes/bulbs with bulbs of the same or lesser intensity, is allowed without a certificate of compliance.~~

The application for permitting a sign shall include drawings and details of the proposed sign, associated support structure and method of attachment, drawing of all exterior lighting (if any), a site plan with location of all proposed and existing signs, and dimensions of all existing signs.

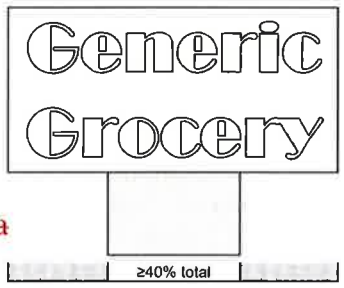
Section 33.57.060~~040~~. Commercial and industrial sign standards is amended to read as follows:

The following standards shall apply to signs placed on property zoned commercial or industrial; ~~There are only four (4) basic types of signs that are used by business and industry. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four (4) types of signs is as follows:~~

~~(1) The total area of signage attached to any face of the building(s) in one or more facade signs shall not exceed the square footage limit for a facade signage of one square foot of sign area for each linear foot of building frontage facing a single public or private road. No facade sign may extend above the primary roofline or project more than eight (8) feet from the roofline edge of the building. For multiple-business complexes each business within a plaza may have one facade sign attached to the commercial structure that is limited to one square foot of sign area per linear foot of each businesses building frontage.~~

(1~~2~~) F~~A~~ freestanding sign, ~~or~~ monument signs, shall meet the following standards:

a. Shall be designed so they appear firmly anchored to the ground with a base width at least forty percent (40%) of the total sign width;



b. Integrates a top, middle, and base element;

c. One sign permitted for each business not part of a multiple-business complex; ~~within a commercial or industrial zone shall be limited to one sign for each area of land under common ownership that is not the site of a multiple-business complex.~~

d. Shall be designed as an integrated architectural feature of the site and include durable high-quality materials that complement the design of on-site buildings;

e. Located outside of the public right-of-way;

f. Shall include one square foot of decorative landscaped area around the base of the sign per one square foot of sign area. Landscaping shall include ground cover and/or non-invasive shrubs, and encourage the use of native, drought-tolerant plantings;

g. ~~This one sign (either freestanding or monument) s~~Shall not exceed thirty-two (32) square feet of sign area ~~and shall not exceed ten (10) feet in height above grade. F~~except for multiple-business complexes advertising multiple businesses;

h. Multiple-business complex signs shall be limited to ~~,~~ one freestanding sign ~~or one monument sign may be used to advertise the plaza or complex name and the businesses within the complex. This sign shall be limited to one sign~~ not exceeding the signage area limit of 100 square feet and ~~whose height shall not exceed ten (10) feet in height above grade.~~shall be used to advertise the complex name and the businesses within the complex. The business complex name shall be distinct from the names of the tenants, and can be included on a distinctive sign cap. The sign may not

be used entirely for only on tenant unless it is limited to 32 square feet. Individual tenants in a multiple-business complex may not erect individual freestanding signs.

i. Sign copy shall not exceed fourteen (14) feet in height above grade and the structure shall be maximum fifteen (15) feet above grade;

j. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station or a menu displayed at a drive-thru restaurant;

k. Illumination of a business's fleet or outside inventory shall be considered advertising and shall not exceed brightness of no greater than 0.3 foot candle at the property line.

(2) Façade sign(s) shall meet the following standards:

a. The total area of signage attached to any face of the building(s) shall not exceed a total of one square foot of sign area for each linear foot of the building frontage facing a single public or private road. Banner signs affixed to a wall count toward the total square footage for façade signs. For multiple-business complexes each business within a plaza may have one façade sign attached to the commercial structure, limited to one square foot of sign area per linear foot of each businesses building frontage;

b. Shall not extend above the building parapet soffit, eave line, or primary roofline of the building;

c. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials;

d. Marquee, awning, and window signs will be considered façade signs;

e. Shall be placed a minimum of eight feet above a sidewalk or walkway;

f. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station or a menu at a drive-thru restaurant.

~~(3) Vehicular signage visible from a State scenic and recreational highway shall be limited to thirty-two (32) square feet and vehicular signage shall be set back from the lot line or right of public use line that fronts on the State scenic and recreational highway a minimum of fifty (50) feet. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding sign. Likewise, local franchise holders for national moving van companies are not subject to the square footage limitation of this provision, as the local franchise holder has no control over the size of signage on the vehicles.~~

~~(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a commercial/industrial property. Conditions present to qualify for a temporary sign would include the sale of property/business, a grand opening, construction of a business, and when advertising a community event. Such signage is limited to one unlit thirty-two (32) square foot sign that shall not exceed five (5) feet in height above grade.~~

~~(5) Externally illuminated signs shall not exceed background area average illumination levels when measured five (5) feet beyond any vertical surface of the sign; lighting fixtures shall be~~

~~carefully located, aimed and shielded so that light is only directed on to the sign surface with a light source that is not directly visible from the adjacent roadway. Internally illuminated signs using 800 milliamp ballasts shall not have lamps spaced closer than twelve (12) inches apart or if using 425 milliamp ballast shall not be closer than six (6) inches apart.~~

~~(6) Commercial/Industrial zoning includes the following zoning districts~~

~~Zone Name~~	~~Zoning Symbol~~
~~Light Industrial~~	~~LI~~
~~Industrial~~	~~M~~
~~Commercial~~	~~GC~~
~~Tourist Commercial~~	~~TC~~
~~Western Region Rural Center~~	~~WRC~~
~~Urban Center~~	~~UC~~
~~Urban Regional Commercial~~	~~URC~~
~~Urban Neighborhood Commercial~~	~~UNC~~
~~Rural Center~~	~~CEN~~
~~Rural Limited Commercial~~	~~RLC~~
~~Rural Neighborhood Commercial~~	~~RNC~~
~~Carlsborg Commercial~~	~~CC~~
~~Rural Village~~	~~RV~~
~~Rural Commercial~~	~~RC~~
~~Sequim General Retail District~~	~~S(GC)~~
~~Sequim Light Manufacturing~~	~~S(LM)~~
~~Sequim Bypass Commercial~~	~~S(BC)~~
~~Sequim Neighborhood Commercial~~	~~S(NC)~~

Section 33.57.070~~050~~. Residential/Resource zoning district sign standards is amended to read as follows:

The following standards shall apply to signs placed on property zoned residential or resource:

~~There are only four (4) basic types of signs that are used in residential/resource zones. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four types of signs is as follows:~~

(1) L~~Freestanding, monument and facade signage in Residential/Resource zoning districts, regardless of use, is l~~imited to one unlit sign freestanding or façade sign;

(2) Sign shall contain no electronic or digital components or be illuminated;

(3) Sign shall be no more than ~~of one type with a maximum of~~ six (6) square feet ~~of signage;~~ on residentially zoned property and no more than ~~and provided, that within a Commercial Forest zoning district (CF) the maximum sign size is~~ twenty (20) square feet of signage on resource zoned property; ~~.~~

(~~4~~2) Freestanding sign ~~If the one sign allowed is a freestanding sign or monument sign, it~~ shall not exceed five (5) feet in height above grade and ~~shall be unlit.~~no façade sign may extend above the primary roofline.

~~(3) Vehicular signage visible from a County road or State scenic and recreational highway shall be limited to a total of thirty-two (32) square feet and vehicular signage shall be set back from the lot line or public right of use line that fronts on the State scenic and recreational highway a minimum of 100 feet. On parcels that predate the effective date of this chapter that cannot meet the 100-foot vehicular sign setback due to lack of lot depth, vehicular signs can be parked within twenty (20) feet of the lot line farthest from the scenic and recreational highway. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding signs.~~

~~(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a Residential/Resource property. Conditions present to qualify for a temporary sign would include property/home sale and when advertising a community event. Such signage is limited to one unlit six (6) square foot sign for a property/home sale, construction sign and community event and shall not exceed five (5) feet in height above grade.~~

~~(5) Residential/Resource Zoning includes the following zoning districts~~

~~**Zone Name**~~	~~**Zoning Symbol**~~
~~Urban Moderate Density~~	~~MD~~
~~Urban Very Low/Urban Low Density~~	~~VLD/LD~~
~~Urban Low Density~~	~~LD~~
~~Urban Very Low Density~~	~~VLD~~
~~Urban Residential Low~~	~~URL~~

Zone Name	Zoning Symbol
Urban Residential High	URH
Rural Low Mixed	RLM
Rural Character Conservation 3	RCC3
Rural Character Conservation 5	RCC5
Quillayute Residential	QR
Western Regional Rural	RW1
Rural	R1
Rural Suburban Community	RSC
Western Regional Rural Moderate	RW2
Rural Moderate	R2
Western Regional Rural Low	RW5
Rural Low	R5
Rural Very Low	R20
Commercial Forest/Mixed Use 5	CFM5
Commercial Forest/Mixed Use 20	CFM20
Commercial Forest	CF
Agricultural Retention	AR
Public Land	P
Airport Overlay District	AO
Open Space Overlay/Open Space Corridors	OS
Sequim Urban Residential – I	S(R-I)
Sequim Urban Residential – II	S(R-II)
Sequim Urban Residential – III	S(R-III)

~~Zone Name~~ ~~Zoning Symbol~~

~~Sequim Urban Residential IV~~ ~~S(R-IV)~~

~~Sequim Mixed Use~~ ~~S(MU)~~

Section 33.57.080. Legal ~~N~~nonconforming signs is amended to read as follows:

It is the intent of this section to ensure that nonconforming signs are brought into compliance with standards with the standards of this code. ~~of exceptional size and height are reduced in size and height in accord with this section and to ensure that nonconforming signs are retrofitted into conforming signs as expeditiously and fairly as possible while avoiding any unreasonable invasion of established property rights.~~ The following standards apply to nonconforming signs:

(1) ~~*Residential/Resource Zones.*~~ A nonconforming sign shall not be altered in height, shape, size, lighting/illumination, or affect the base or support without conforming with the provision of this chapter. No off-premise sign shall add electronic/digital components to a sign and existing electronic/digital signs shall be no greater than 0.3 foot candles above ambient light (includes day and night) and shall remain static for a minimum of 10 seconds, changing instantaneously to avoid startling flashing of lights, and shall transition without animation;

(2) A nonconforming sign may be maintained as long as the nonconformity of the sign is not increased.

(3) Properties with nonconforming signage shall only be allowed new or replacement signage requiring a permit after an equivalent number of nonconforming signs on the property are brought into conformance with standards of this chapter.

~~(a) Existing, legally erected, nonconforming freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~(b) A property whose commercial use predates the existence of a zoning code in Clallam County shall be able to retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in area and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard. All existing, legally erected, nonconforming facade signage may be retained but shall not be enlarged in area or changed in location.~~

~~(c) All existing, legally erected, nonconforming, freestanding signs not covered in subsections (1)(a) or (1)(b) of this section which are greater than twenty (20) square feet in area and/or taller than five (5) feet shall be reduced to this standard.~~

~~(2) *Commercial/Industrial Zones.*~~

~~(a) Existing, legally erected, nonconforming, freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~(b) A property with one or more existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet covered by subsection (2)(a) of this section, that also has a secondary sign larger than thirty-two (32) square feet but smaller than 128 square feet may retain such secondary, existing nonconforming, freestanding sign; provided, that if it is greater than sixty-four (64) square feet in size and fifteen (15) feet in height then it must be reduced to this standard.~~

(c) A property with no existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet may retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in size and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard if a single sign or the standards below if more than one sign exceeds this standard.

(d) All existing nonconforming, freestanding signs not covered in subsections (2)(a), (2)(b) or (2)(c) of this section shall be reduced to the new sign standard of thirty-two (32) square feet in area and ten (10) feet in height.

(e) All existing, legally erected, nonconforming facade signage erected prior to the passage of the 1993 sign code may be retained but shall not be enlarged in area or changed in location.

(3) Clallam County passed a comprehensive sign code in 1993. Since the 1993 sign code did not require nonconforming signs to come into compliance, all owners of legally erected, nonconforming signs have already had at least seven (7) years to amortize their signs. Nonconforming signs which must be brought into conformance with the area and/or height standards of this chapter may elect to do so after an amortization period that begins either, on the date of the original sign building permit and runs for a term of one year for every $1,000 of project value claimed on the original sign building permit, or alternatively, two (2) years from the effective date of this chapter whichever is greater.

(4) Any sign which was nonconforming under the sign code adopted in 1993 (formerly Chapter 9.26 CCC) or under this code that has been enlarged shall be subject to conformance with the standards of this code without the amortization periods provided in subsection (3) of this section for legally established nonconforming signs after the notice specified in this title is provided to the owner. If the enlarged portions of the sign are not removed within the period specified in the notice, the entire sign becomes a prohibited sign subject to immediate conformance with the area and height requirements of this code.

(5) Any sign erected after the passage of the 1993 sign code (formerly Chapter 9.26 CCC) that was a prohibited sign under the 1993 sign code shall be subject to removal by the County after the notice specified in this title is provided to the owner.

(6) Properties with nonconforming signage shall only be allowed to erect new or replacement signage requiring a certificate of compliance after bringing an equivalent number of nonconforming signs on the property into conformance with the standards of this chapter.

(7) A change in commercial or industrial land use as determined from review of land uses listed for each zone or change in a conditional use or a change of use under Section 3405 of the Uniform Building Code shall require all signage to come into conformance with the new sign standards of this chapter.

(8) Nonconforming signs which have had the entire sign face area taken down to the ground as a result of natural disaster or which are removed as a result of loss of lease or are removed as a result of a construction project shall not be re-erected without bringing them into conformance with this chapter. No work on an undamaged, existing nonconforming sign that brings such sign into greater conformance with this code shall be considered to be a sign removal requiring conformance with the standards for new signage.

(9) A sign or sign structure removed by the County shall be held not less than thirty (30) days after notice to the owner by the County during which period it may be recovered by the owner upon paying the County for cost of removal and storage, and upon payment of any imposed fine. If not recovered within the thirty (30) day period, the sign or sign structure is hereby declared abandoned and title thereto shall be vested in the County for disposal in any manner permitted by law.

(10) All existing illuminated signs, other than facade signs, located in Rural Commercial, Rural Limited Commercial and Rural Neighborhood Commercial zoning districts and which:

~~(a) Are within 600 feet of the outer boundary of a designated scenic and recreational highway; and~~

~~(b) Do not advertise a business that is open during the entire time the sign is illuminated, shall be allowed a five (5) year amortization period after which lighting to these signs must be set by timer to be off when the business closes in order to further the goal in CCC 33.57.010(1)(c).~~

~~(11) To encourage the retrofit of nonconforming signs to the standards of this chapter, Clallam County establishes an incentive program to assist owners of such signs. The County will make available, on a competitive basis, the total sum of $30,000 for a program to assist the owners of nonconforming signs to replace or retrofit such signs into a sign that meets the standards of this code. The $30,000 County funding set aside for this program may also be used as a match to scenic byway grant funding available to remove outdoor advertising signs.~~

Section 33.57.090. Signage visible from a scenic highway is amended to read as follows:

A permit or other written approval is required from the Washington State Department of Transportation prior to review of certain types of sign permits by Clallam County for those areas within 600 feet of a designated scenic and recreational highway to show conformance with the Scenic Vistas Act and the Highway Advertising Control Act (Chapter 468-66 WAC).

~~Section 33.57.100. Variances is amended to read as follows:~~

~~Applications for a variance from the standards established by this code shall be processed as Type III permits as set forth in Chapter 26.10 CCC and the review criteria outlined in Chapter 33.30 CCC, Variances. Variances shall not be permitted for modification to the number of signs and sign types specified in this chapter. Sign size variances shall not exceed 10 percent of the standard required unless it can be demonstrated that the sign qualifies as a community landmark sign and must show that the increase is required to allow the sign owner to purchase a standardized sign required by a national manufacturer who does not offer signs in a conforming size. A sign size (area) variance of less than 10 percent in area that meets the preceding criteria shall be processed as a Type II administrative variance as set forth in Chapter 26.10 CCC. Sign height variances over the 10 percent limit are available to those business owners that can demonstrate that their nonconforming sign qualifies as a community landmark sign. A community landmark sign must predate the effective date of this code by at least 20 years, have advertised the same business under the same name for all of that time, have become an important cultural landmark to County residents and would be difficult to retrofit to the nonconforming sign standard without destroying the unique character of the sign.~~

Section 33.57.100~~110~~. Review of Administrator's action (appeals) is amended to read as follows:

Any person aggrieved by the granting, denying or rescinding of a decision of the Administrator made under this chapter may seek review from the Hearing Examiner in accordance with Chapters 33.33 and 26.10 CCC. The request must be in writing setting forth the basis of the appeal and must be accompanied by the appropriate fees outlined in Chapter 5.100 CCC.

Section 33.57.110. Enforcement is amended to read as follows:

The provisions of this title are subject to enforcement and penalty provisions contained in CCC Title 20, Code Compliance, except to the extent preempted by State or Federal law, and except to the extent preempted by any contrary enforcement and penalty provisions contained in this title.

Section 33.57.120. Severability is amended to read as follows:

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application to other persons or circumstances shall not be affected.

ADOPTED this ____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Mike French

AGENDA ITEM SUMMARY

AUG 14 2023 18

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 8-14-2023**

REGULAR AGENDA ☒ **Meeting Date: 8-22-2023**

Required originals approved and attached? Yes.
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 332.23.008

☒ **Resolution**

☐ **Proclamation**

☐ **Budget Item**

☐ Draft Ordinance

☐ Final Ordinance

Other – Grant Letter of Support

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County DCD is the fiscal agent for the North Olympic Lead Entity for Salmon, a consortium which works to advance salmon restoration and protection actions. This is base funding from the WA State Recreation & Conservation Office (RCO) for legislative funding to the Salmon Recovery Funding Board and the Puget Sound Partnership which supports our ongoing efforts. This contract has been reviewed and signed off on by Civil Deputy Prosecuting Attorney Bert Dee Boughton on Contract Page 4.

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

This funding was previously planned for and it will be incorporated into the 2024 budget as well.

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

Please approve & sign off on this contract at your Tues. Aug. 22, 2023 meeting as well as signing off on the attached Applicant Resolution/Authorization.

County Official signature & print name: Bruce Emery, Bruce Emery

Bruce Emery, DCD Director

Name of Employee/Stakeholder attending meeting: Cheryl Baumann & Bruce Emery

Relevant Departments: DCD

Date submitted: 8-9-2023

332 23.008

WASHINGTON STATE Recreation and Conservation Office

RCO Grant Agreement

Project Sponsor: Clallam County
Project Title: North Olympic Peninsula LE BN 23-25

Project Number: 23-1232P
Approval Date: 07/08/2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Clallam County (Sponsor, and primary Sponsor), 223 E 4th St Ste 5, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Unique Entity ID (UEID) Number is JV6JJNELRBS5.

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

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

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

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

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

PURPOSE OF AGREEMENT

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

DESCRIPTION OF PROJECT

The Lead Entity coordinates the Citizen Advisory Committee and technical team. This includes arranging and facilitating meetings for both groups. The lead entity will submit a ranked habitat project list to RCO which includes community outreach, scheduling site visits, compiling project rankings, scheduling applicant workshops, etc The Sponsor shall perform the project as described in the following documents, which are incorporated herein by this reference: Standard Terms and Conditions for Project Agreement, Statement of Work, and Scope of Work. All expenses utilizing State operating funds must be billed in PRISM 45 days after the fiscal year ends. Bills are due by 08/14/2024 and 08/14/2025. Any operating funds not billed during this timeframe will be forfeited.

PERIOD OF PERFORMANCE

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

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

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed $281,889.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - PSAR-Lead Entity Contracts	57.39%	$161,777.00	State
SRFB - Salmon-LE State Contracts	41.90%	$118,112.00	State
Office - Admin-Sal Operating Contracts	0.71%	$2,000.00	Federal
Total Project Cost	100.00%	$281,889.00	

FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Sponsor's Indirect Cost Rate: 34.53% of Total direct salaries and wages

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are $750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

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

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

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

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

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

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

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

- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

None

AGREEMENT CONTACTS

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

Sponsor Project Contact
Cheryl Baumann
Lead Entity Coordinator
223 E 4th St Ste 5
Port Angeles, WA 98362
cbaumann@co.clallam.wa.us

RCO Contact
Jeannie Abbott

PO Box 40917
Olympia, WA 98504-0917
Jeannie.Abbott@gsro.wa.gov

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 23-1232, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

Clallam County

By: _____ **Date:** _____

Name (printed): _____

Title: _____

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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

By: _____ **Date:** _____

for Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ **Date:** 05/01/2023

Assistant Attorney General

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning Metrics

Worksite #1, Project Development

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	None
Area Encompassed (acres) (B.0.b.1):	1034807.0
Miles of Stream and/or Shoreline Affected (B.0.b.2):	526.00

Restoration Planning And Coordination Project

Evaluation/analysis of restoration plans and projects (B.1.b.9)

Project Identified in a Plan or Watershed Assessment (B.1.b.9.a):	Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA. https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf
Description of the Plan (B.1.b.9.b):	The Lead Entity will coordinate the Citizen Advisor Committees and technical team. This includes arranging and facilitating meetings for both groups. The lead entity will submit a ranked habitat project list to RCO which includes community outreach, scheduling site visits, compiling project rankings, scheduling applicant workshops, etc.

Worksite #2, Salmon Recovery Portal

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	None
Area Encompassed (acres) (B.0.b.1):	1034807.0
Miles of Stream and/or Shoreline Affected (B.0.b.2):	526.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):	Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA. https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf
Description of the Plan (B.1.b.6.b):	update project information in SRP database

Worksite #3, Outreach

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU,

	Coho Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	None
Area Encompassed (acres) (B.0.b.1):	1034807.0
Miles of Stream and/or Shoreline Affected (B.0.b.2):	526.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):	Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA. https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf
Description of the Plan (B.1.b.6.b):	The Lead Entity will work with project sponsors, member groups, local agencies, and others to document the goals and strategies needed for salmon recovery in its area. The lead entity will also build community support for project recruitment and development through outreach activities and assist partners with cross-watershed communications for consistent messaging.

Worksite #4, PSAR Project Development Assistance

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	None
Area Encompassed (acres) (B.0.b.1):	1034807.0
Miles of Stream and/or Shoreline Affected (B.0.b.2):	526.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):	Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA. https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf
Description of the Plan (B.1.b.6.b):	Provide project development assistance and finish barrier level assessments in WRIA 19

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2023	
	Progress Report Due	07/31/2024	
	Annual Project Billing Due	08/14/2024	
	Agreement End Date	06/30/2025	
	Final Report Due	07/31/2025	
	Final Billing Due	08/14/2025	

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE 9
CITATIONS, HEADINGS AND DEFINITIONS 9
PERFORMANCE BY THE SPONSOR 11
ASSIGNMENT 11
RESPONSIBILITY FOR PROJECT 12
INDEMNIFICATION 12
INDEPENDENT CAPACITY OF THE SPONSOR 12
CONFLICT OF INTEREST 13
COMPLIANCE WITH APPLICABLE LAW 13
RECORDS 13
PROJECT FUNDING 14
PROJECT REIMBURSEMENTS 14
ADVANCE PAYMENTS 15
RECOVERY OF PAYMENTS 15
COVENANT AGAINST CONTINGENT FEES 16
INCOME (AND FEES) AND USE OF INCOME 16
PROCUREMENT REQUIREMENTS 16
TREATMENT OF EQUIPMENT AND ASSETS 17
RIGHT OF INSPECTION 17
STEWARDSHIP AND MONITORING 17
PROVISIONS FOR FEDERAL SUBAWARDS 17
PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS 20
ORDER OF PRECEDENCE 20
LIMITATION OF AUTHORITY 20
WAIVER OF DEFAULT 20
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH 20
SPECIFIC PERFORMANCE 20
TERMINATION AND SUSPENSION 20
DISPUTE HEARING 22
ATTORNEYS' FEES 22
GOVERNING LAW/VENUE 22
SEVERABILITY 22
END OF STANDARD TERMS AND CONDITIONS 22

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 06/27/2023.

CITATIONS, HEADINGS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

C.F.R. – Code of Federal Regulations

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

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

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

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

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

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

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

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

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

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

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

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

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

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

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

Office – Means the Recreation and Conservation Office or RCO.

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

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

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

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

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

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

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

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

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

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

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

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

RCW – Revised Code of Washington

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

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

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

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

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

SRFB – Salmon Recovery Funding Board

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

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

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

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

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

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

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

ASSIGNMENT

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

RESPONSIBILITY FOR PROJECT

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

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

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

INDEMNIFICATION

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

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

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

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

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

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

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

INDEPENDENT CAPACITY OF THE SPONSOR

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

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

RECORDS

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

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

C. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200 (as updated), for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.

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

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

PROJECT FUNDING

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

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

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

D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

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

PROJECT REIMBURSEMENTS

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

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

regarding reimbursement requirements.

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

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

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

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

E. **Requirements for Federal Subawards:** Match. The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1) Are verifiable from the non-Federal entity's (Sponsor's) records;

2) Are not included as contributions for any other Federal award;

3) Are necessary and reasonable for accomplishment of project or program objectives;

4) Are allowable under 2 C.F.R. Part 200 as updated;

5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and

7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.

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

1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.

2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

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

ADVANCE PAYMENTS

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

RECOVERY OF PAYMENTS

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

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

C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

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

INCOME (AND FEES) AND USE OF INCOME

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

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

1) The Sponsor's matching resources;

2) The project's total cost;

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

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

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

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

C. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

PROCUREMENT REQUIREMENTS

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

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

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

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

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

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

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

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be

enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. **Requirements for Federal Subawards.**

1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

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

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

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

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

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

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

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

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

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

RIGHT OF INSPECTION

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

STEWARDSHIP AND MONITORING

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

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the

costs.

B. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117-58, Section 70901-52.** Subrecipients must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:

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

2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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

4) Subject to subsequent approved federal agency specific waivers.

C. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

D. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).

1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

E. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed

in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

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

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

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

I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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

K. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

L. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

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

ORDER OF PRECEDENCE

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

A. Federal law and binding executive orders;

B. Code of federal regulations;

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

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

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

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

LIMITATION OF AUTHORITY

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

WAIVER OF DEFAULT

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

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SPECIFIC PERFORMANCE

RCO may, at it's discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application

for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. **For Cause.**

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

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

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

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

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

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

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

1) The Sponsor was not in default; or

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

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

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

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

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

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

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

DISPUTE HEARING

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

A. The disputed issues;

B. The relative positions of the parties;

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

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

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

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

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

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

SEVERABILITY

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

END OF STANDARD TERMS AND CONDITIONS

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

LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY

DEPARTMENT: Community Development DATE: July 11, 2023

Legal action requested or question you desire to be answered:

Attached find copies of our new proposed funding agreement with the WA State Recreation & Conservation Office for the 2023-2025 Biennium. This funding supports operations for the North Olympic Lead Entity for Salmon Program for which the County is the fiscal agent. This funding has been provided for more than 10 years. The administrator for this program indicated that the only thing changed in this contract for them is the budget amount which increased.

We are requesting contract review & approval. Please call or email Cheryl Baumann who coordinates this program if you have questions or to let me know when this has been approved and signed off on so I can come pick it up.

The sooner you can have this done and back to me the better as this is for monies which are available now for expenditure. I also realize you are busy and short staffed.

Thanks very much!

Cheryl Baumann, Cheryl.Baumann@clallamcountywa.gov or 360-417-2326

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes [X] No [ ]
- Have you previously submitted subcontracts under the grant or contract for review? Yes [X] No [ ]
- If both responses are "yes," identify:
  Granting/contracting entity: WA State Recreation & Conservation Office
  Grant/contract number: 21-1212P

Date of grant/contract: _____

- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: No later than Friday July 21, 2023 please. Sooner if your schedule allows.
(date)

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

_____
Official Requesting Action Ext.

PROSECUTING ATTORNEY USE ONLY:	
Referring Dept.	_____
Date Received	_____
Opinion Rendered	_____
Reviewed by MBN	_____

WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) Clallam County for North Olympic Lead Entity for Salmon

Resolution No. or Document Name RCO Grant Agreement

Project(s) Number(s), and Name(s) #23-1232P

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Cheryl Baumann
Project contact (day-to-day administering of the grant and communicating with the RCO)	Cheryl Baumann, LE Coordinator Lori Kennedy, Fiscal Specialist
RCO Grant Agreement (Agreement)	Commissioner Mark Ozias, Chairman of the Board of Co. Commissioners
Agreement amendments	" " " "
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Not Applicable here

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Cmssr Mark Ozias, Board Chairman Date _____

On File at: Clallam County Board of Commissioners

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: (Local Governments and Nonprofit Organizations Only):

Location: Port Angeles, WA Date: _____

Washington State Attorney General's Office

Approved as to form Brian Fuller 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

19

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8-14-23**

REGULAR AGENDA ☒ **Meeting Date: 8-15-23**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on August 29, 2023.
Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

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

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

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 29, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

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

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 15, 2023

Mark Ozias, Chair

Publish: August 19
Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE
JUL 27 2023

Date Submitted: 7-26-2023 **Budget Hearing/Meeting Date:** August 29, 2023

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
_X_ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30301.331	**Budget Name**	DCD Lwr Dungeness Floodplain

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331	DCD Lwr Dungeness Floodplain	55310.41.0020	Professional Services	50,000
Total				50,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331	DCD Lwr Dungeness Floodplain	59453.64.0010	Machinery and Equipment	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DCD received confirmation that the DOE grant will now cover monitoring devices for the Dungeness Levee monitoring devices. They will be used to water quality, fish movement, water flow, and depth. Clallam County is required to monitor the Floodplains for 10 years. Monitor

County Official Approval:
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

91

RECEIVED
CLALLAM CO. FINANCE

AUG 07 2023

8LALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: ~~8/4/23~~ 8/7/2023 **Budget Hearing/Meeting Date:** 8/29/23

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

_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**	~~FPHS~~ 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	56210.41.5050	Environmental Health	40,183.74
11341.511	HHS – FPHS	56210.41.5075	Interfund: HHS Operations	62,585.08
11341.511	HHS – FPHS	56210.49.0230	Unanticipated Projects	141,200.00
Total				~~243,968.82~~ 243,969

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511	HHS – FPHS	56210.49.0034	Grant Funding Returned	~~243,968.82~~ 243,969
Total				~~243,968.82~~ 243,969

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The FPHS budget is being revised to increase the grant funding returned line. FPHS funds are received annually in an advance payment from the State of Washington and any unused funds are returned annually. HHS received an advanced payment $1,243,000 for state fiscal year 2023 and is returning the unexpended amount of $308,968.82. This budget revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

98

Revised: J:\UsersPvt\dcrabb\Ky-dc\2023\Budget Change for SFY FPHS Refund.docx

20

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8/14/23**

REGULAR AGENDA ☒ **Meeting Date: 8/15/23**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on August 29, 2023.
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

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

Budget Supplementals 8-15-23
Revised: 3-04-2019

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

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 29, 2023 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

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

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 15, 2023

_____
Mark Ozias, Chair

Publish: August 19
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DRAFT

RECEIVED
CLALLAM CO. FINANCE

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023

Date Submitted: ~~07.28.23~~ 8/7/2023 **Budget Hearing/Meeting Date:** 08.29.23

_X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50301.611	**Budget Name**	Public Works – Equipment Rental and Revolving

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	37900.00.0100	Capital Contributions: Road Department	$662,670
50301.611	PW – ER&R	37900.00.0110	Capital Contributions: Sheriff's Department	$183,086
50301.611	PW – ER&R	37900.00.0120	Capital Contributions: Parks/Facilities	$78,624
Total				$924,380

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	50800.00.0000	Ending Fund Balance	$924,380
Total				$924,380

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures for capital machinery purchases were included in the budget, however, the revenue was not.

County Official Approval: Joe Donnie

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

95

RECEIVED
CLALLAM CO. FINANCE
AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

8/7/2023

Date Submitted: ~~8/4/23~~ **Budget Hearing/Meeting Date:** 8/29/23

_X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.511	**Budget Name**	HHS – Environmental Health

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	33404.93.0000	Shellfish Con Con	5,000
00100.511	HHS – Env Health	33404.93.0040	On-site Implementation Con Con	33,333
Total				38,333

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	56256.31.0020	Operating Supplies	3,000
00100.511	HHS – Env Health	56256.43.0010	Travel Business	2,000
00100.511	HHS – Env Health	56254.41.0020	Professional Services	33,333
Total				38,333

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

99

21

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8/14/23**

REGULAR AGENDA ☒ **Meeting Date: 8/15/23**

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

Item summary:

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

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on August 29, 2023.
Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached 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 8-15-23
Revised: 3-04-2019

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

BUDGET RESOLUTION _____, 2023

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:

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

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 29, 2023 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 15th day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

Publish: August 19, 2023
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/02/2023 **Budget Hearing/Meeting Date:** 8/29/2023

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.241	**Budget Name**	BOCC Operations

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	4,500
Total				4,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.241	BOCC Operations	51160.31.0033	Furnishings	4,500
Total				4,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

With the reorganization of the BOCC and Finance Dept. offices, additional furnishings are needed to accommodate the newly hired County Administrator.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

92

RECEIVED
CLALLAM CO. FINANCE
AUG 03 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/1/2023 **Budget Hearing/Meeting Date:** 8/29/2023

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_x_ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	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	2,000
Total				2,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	51422.49.0011	Assessment Charges	2,000
Total				2,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 DNR Fire Patrol wasn't billed until late 2022 and paid in 2023 ($700). Also, increases for DNR Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels (1,300).

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

90

RECEIVED
CLALLAM CO. FINANCE
AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

8/7/2023

Date Submitted: 7.28.23 **Budget Hearing/Meeting Date:** 08.29.23

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_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.	10101.611	**Budget Name**	PW - Roads

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	50800.00.0000	Ending Fund Balance	$662,670
Total				$662,670

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	59440.64.7777	PW Capital Machinery and Equipment	$662,670
Total				$662,670

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget.

County Official Approval: Joe Donisi
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

94

RECEIVED
CLALLAM CO. FINANCE
AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

8/7/2023

Date Submitted: 07.24.23 **Budget Hearing/Meeting Date:** 08.29.23

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_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.	50301.611	**Budget Name**	Public Works – Equipment Rental and Revolving

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	50800.00.0000	Ending Fund Balance	$288,364
Total				$288,364

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	54850.31.7777	PW Supplies	$288,364
Total				$288,364

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to an oversight, the 2023 ER&R fuel budget did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023.

County Official Approval: Joe Donisi

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

96

RECEIVED
CLALLAM CO. FINANCE
AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 08/7/2023 ✓ **Budget Hearing/Meeting Date:** 08/29/2023 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_X_ ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.871 ✓	**Budget Name**	District Court 1 ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund reserves ✓	50800.00.0000 ✓	Ending fund balance	$71,501
Total				$71,501 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871 ✓	District Court 1 ✓	56401.49.0034 ✓	Grant funding returned	$71,501
Total				$71,501

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Grant revenue received in 2022 no longer being spent. $71,501 is the balance we are to send back to (Administrative office of the court) fund source. ✓

County Official Approval: David Neupert

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

93

RECEIVED
CLALLAM CO. FINANCE
AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 08/7/2023 ✓ **Budget Hearing/Meeting Date:** 08/29/2023 ✓

_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_X_ ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

_ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

_ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

_ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.871 ✓	Budget Name	District Court 1 ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund reserves ✓	50800.00.0000 ✓	Ending fund balance	~~89,205~~ 21,405
Total				~~89,205~~

21,405

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
~~00100.293~~	~~District Court 1~~	~~50800.00.0000~~	~~Ending Fund Balance~~	~~67800~~
00100.871	District Court 1	56401.42.0017 ✓	Cell Phone Grant	400
00100.871	District Court 1	56401.31.0102 ✓	Furnishing- Grant	2,000
00100.871	District Court 1	56401.35.0010 ✓	Small tools and minor equipment	800
00100.871	District Court 1	56401.31.0010 ✓	Office Supplies	1,090
00100.871	District Court 1	56401.43.0104 ✓	Travel Grant	11,340
00100.871	District Court 1	56401.41.0106 ✓	Random Testing	4,125
00100.871	District Court 1	56401.41.0020 ✓	Professional Services	1,650
Total				~~89,205~~ ✓

Revenue/Source and Expenditure totals must agree.

21,405

REASON FOR BUDGET ACTION:

Administrative Office of Courts grant revenue that supports the Mental Health Court, was already included in the budget, however, the expenses were not.

County Official Approval: David H Newpert

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

97

22

AGENDA ITEM SUMMARY

AUG 1 4 2023

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

Department: Finance

WORK SESSION ☒ **Meeting Date: 8/14/2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other ARPA 2023 Second Quarter Review

Documents exempt from public disclosure attached: ☐

Executive summary:

OVERVIEW OF ARPA PROJECT AND EXPENDITURE REPORT FOR SECOND QUARTER OF 2023, AND STATUS UPDATE OF THE ARPA FUNDING OBLIGATIONS, COMMITMENTS, AND REMAINING UNALLOCATED FUNDS

The purpose of this briefing is to provide the public, county commissioners, department heads, elected officials, and partnering agencies with an understanding of Clallam County's stewardship of the $15,020,640 of ARPA relief funds thus far.

This data has been updated to the Clallam County ARPA webpage located at www.clallamcountywa.gov/187/American-Rescue-Plan-Act-ARPA to provide additional transparency on the Clallam County's administration of ARPA funds.

ARPA BACKGROUND

In May 2021, the County was awarded $15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"). The County received the first half of the funds on May 28, 2021, with the 2nd half of these funds received by the County in June 2022.

As outlined in the ARPA Final Rule and FAQ guidance provided by the U.S. Treasury, ARPA Funds can be utilized in support of the following purposes:

(1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency;

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

(5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:

a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;

b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing housing or food insecurity, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;

c. Addressing education disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and

d. Promoting healthy childhood environments, including: childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

During the July 6, 2021, Continued Work Session with BOCC, the BOCC identified eight priority areas that they indicated support for allocating ARPA Funds to including:

- Local Small Business and Nonprofit Economic Assistance;
- Assistance to Businesses and Nonprofits that provide Child Care Services;
- Mental/Behavioral Health;
- Food Security Support to Local Food Banks;
- Affordable Housing/Homelessness Support;
- Residential and Commercial Utility Relief;
- Local Water Systems Infrastructure; and
- Broadband

OVERVIEW OF CLALLAM COUNTY'S PROJECT AND EXPENDITURE REPORT FOR THE PERIOD COVERING APRIL 1, 2023 – JUNE 30, 2023, SUBMITTED TO THE U.S. TREASURY ON JULY 31, 2023

Under the compliance reporting requirements of the ARPA Act, the County is required to submit quarterly Project & Expenditure Reports to U.S. Treasury outlining the ARPA funded projects the County entered into, the amount of ARPA fund obligations, and the expenditures incurred for the quarterly period ending June 30, 2023. In addition to requiring the County to disclose each of the projects for which ARPA funds were obligated and/or expended, the County is also required to:

- Indicate the ARPA eligible expenditure category the project was covered under;
- Provide a description of each project;
- Provide a list of subrecipients that received the awarded funds;
- Indicate the type of award made (i.e., subaward, reimbursable grant, direct payment, etc.)
- Provide a list and details of each expenditure made under each or those Subawards greater than $50,000 during the reporting period; and
- Report the aggregate amount expended for awards less than $50,000.

As disclosed in the Clallam County SLRF Project and Expenditures report recently submitted to the U.S. Treasury on July 31, 2023, **the County has entered into ARPA-funded contractual obligations totaling $12,693.964.86 through June 20, 2023, representing 84.5% of total ARPA funds awarded to Clallam County.**

A total of **$9,126,638.38 of ARPA funds have been disbursed to date**:

- $3,616,410.87 disbursed through December 31, 2021 (3/1/2021 through 12/31/2021)
- $1,978,677.17 disbursed during the first quarter of 2022 (1/1/2022 through 3/31/2022)
- $1,557,465.40 disbursed during the second quarter of 2022 (4/11/2022 through 6/30/2022)
- $72,861.37 disbursed during the third quarter of 2022 (7/1/2022 through 9/30/2022)
- $575,005.84 disbursed during the fourth quarter of 2022 (10/1/2022 through 12/31/2022)
- $1,072,276.60 disbursed during the first quarter of 2023 (1/1/2023 through 3/31/2023)
- $253,941.13 disbursed during the second quarter of 2023 (4/1/2023 through 6/30/2023)

A summary table is included below of the projects for which ARPA funds have been formally obligated and expended by Clallam County during the period March 2021 – June 2023, as well as an updated list of other commitments that were not formally obligated as of the date of our report to Treasury.

Beyond the $12,693,965 of ARPA funding that has been formally obligated by the County as of the end of June, an additional **$1,295,912 of ARPA funds has been informally earmarked based on prior BOCC discussions or were subsequently formally approved and obligated by the BOCC in July/August**, as outlined below:

OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET AS OF JUNE 30, 2023 REPORT DATE)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Project Description
1. Public Health	1.4 Prevention in Congregate Settings	**County Need--BiPolar Ionization HVAC Filtering System**	$ -	Air purification equipment approved for Courthouse as part of the 2022 Capital Budget to help prevent spread of COVID. UPDATE--Costs for this project have increased and it was deemed to no longer be necessary. The $250,000 originally committed for this project will be redirected.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Affordable Housing Programs**	$ 240,000.00	BOCC had indicated funds of up to $1 million dollars to support affordable housing projects in Clallam County (less $300k committed to Peninsula Housing Authority, see above) and $500k was discussed for Habitat for Humanity affordable housing project in Sequim (see below). UPDATE--subsequent BOCC discussion and approval occurred in July 2023 allocating $40k to NORVHN for veteran affordable housing support operating costs and $200k to PHA for the acquisition of the Forks Ox Bow Apartments affordable housing project.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Habitat for Humanity**	$ 500,000.00	UPDATE--BOCC has discussed providing $400-500K infrastructure support for a new affordable housing project in Sequim. There had been discussion to change amount to $400K to reimburse land purchase in lieu of advancing funds, but upon further research this created long-term grant compliance issues. Pending receipt of project cost breakdown from HFH as requested by BOCC, staff recommends reverting to original request of advancing ARPA funds in support of infrastructure design and development for this project , or alternatively Opportunity Funds could be utilized.
5. Infrastructure, Water & Sewer	5.13 Drinking water: Source	**Bullman Beach**	$ 160,000.00	BOCC supported funds for the Bullman Beach project to repair the failed Group A water system.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Sheriff's Office - Hiring and Retention Incentives**	$ 183,443.33	Remaining funds committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office. This amount is the remaining from the revised estimate of incentives needed of $514k-$534k (vs original $600,000 committed).
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Prosecuting Attorney, HHS Nurses and Juvenile Corrections - Hiring and Retention Incentives**	$ 212,468.81	Remaining funds BOCC has committed to support the hiring and retention incentives to encourage new and continued employment at Clallam County for Prosecuting Attorneys, HHS Nursing Staff and Juvenile Services Correction Officers positions. Estimated need between $315,000-$335,000 (revised based on increase in DPA recruitment incentives recently approved).

$ 1,295,912.14

After accounting for these committed funds, **the amount of uncommitted ARPA funds remaining totals $1,030,763**.

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?)

This presentation is an informational update to the BOCC on the ARPA Project & Expenditure Report submitted to the U.S. Treasury by July 31, 2023, as required under the ARPA reporting requirement and to review the status of the ARPA Funds in terms of the obligations/commitments made to-date, and quantifying the amount of ARPA dollars that remain uncommitted to-date.

County Official signature & print name: Mark Lane

* Work Session Meeting - Submit 1 single sided/not stapled copyAgenda Item Summary - ARPA Quarterly Report 2nd Quarter 2023 7-10-2023

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

Revised: 3-04-2019

Name of Employee/Stakeholder attending meeting: Mark Lane and Angi Klahn

Relevant Departments: Finance

Date submitted: 8/4/2023

* Work Session Meeting - Submit 1 single sided/not stapled copyAgenda Item Summary - ARPA Quarterly Report 2nd Quarter 2023 7-10-2023

** 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

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
2. Negative Economic Impacts	2.2 Household Assistance: Rent, Mortgage, and Utility Aid	**Clallam County PUD Residential and Commercial Utility Assistance**	$ 350,000.00	$ 14,532.97	$ 85,533.80	$ 66,583.56	$ 197,882.64	$ 350,000.00	Funds were committed to provide utility payment assistance to residents, small businesses, and non-profits experiencing severe financial hardship due to job loss, layoff, reduction of work hours, reduced revenues or other negative economic impacts or circumstances resulting from the COVID-19 public health emergency. The funds were needed to avoid a utility disconnect that would endanger the health and well-being of the impacted residents, and impair the ability of businesses to continue to operate. **To date, 576 households and small businesses had received ARPA-funded utility payment assistance.**
2. Negative Economic Impacts	2.29 Assistance to Small Businesses: Loans or Grants to Mitigate Financial Hardship	**Clallam Economic Development Council - Lifeboat3--Small Businesses**	$ 2,484,788.00	$ -	$ -	$ 470,434.73	$ 1,943,060.27	$ 2,413,495.00	Funds were committed to provide small businesses whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. **Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 160 small businesses in Clallam County received assistance through June 30, 2022.**
2. - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	**Clallam Economic Development Council - Lifeboat 3 Economic Assistance--NonProfits**	$ 302,000.00	$ -	$ -	$ 140,000.00	$ 162,000.00	$ 302,000.00	Funds were committed to provide nonprofits whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. **Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 30 non-profits in Clallam County had received assistance through June 30, 2022.**
2. - Negative Economic Impacts	2. 11 Healthy Childhood Environments: Child Care	**Clallam Economic Development Council--Lifeboat 3 Economic Assistance--Childcare**	$ 469,064.00	$ -	$ -	$ 469,064.00	$ -	$ 469,064.00	Funds were committed for small business, non-profits, and special districts that provide child care services in Clallam County that were impacted by the COVID-19 public health emergency **Under the EDC Lifeboat 3 grant program funded by these ARPA Funds a total of 23 childcare organizations received funds; 16 small businesses, 6 nonprofits and 1 special district.**
2. - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Peninsula Housing Authority**	$ 210,000.00	$ -	$ -	$ -	$ 210,000.00	$ 210,000.00	Funds were committed to cover gaps in support of six affordable home projects that were on hold and other similar affordable housing projects located in Clallam County that low-income families are participating in building through Peninsula Housing Authority's 'Mutual Self-Help Program' and that qualify for assistance under their 'Down Payment Assistance Program'. Funds are used to bridge funding gaps once USDA loan funds are exhausted.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Peninsula Behavioral Health - All View Motel Affordable Housing Project**	$ 727,411.00	$ -	$ -	$ -	$ 727,411.00	$ 727,411.00	Funds were committed to support the purchase of the All View Motel for conversion into a supportive affordable housing project of 27 units to house up to 41 individuals or families with serious mental health needs and/or significant substance use disorders who are in need of permanent stable housing with onsite services.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Habitat for Humanity**	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	$ 100,000.00	Funds were committed to support the completion of select affordable housing projects in Clallam County for households with incomes of 30-80% of Clallam County's Area Median Income (AMI). Funding was needed to address immediate cash flow constraints that were hindering Habitat for Humanity's ability to cover funding gaps in planned affordable housing projects due to increased building material costs. These funds were used for affordable housing construction costs, including contractor/subcontractor and building material expenses for current affordable housing unit projects, or for restarting affordable housing projects that were previously placed on hold due to high construction material or contractor/subcontractor costs encountered during the COVID-19 public health emergency. Two affordable housing projects in Port Angeles were completed at the end of 2021 utilizing the provided ARPA funds.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Clallam Bay - Sekiu New Hope Food Bank**	$ 250,000.00	$ -	$ -	$ -	$ 194,921.96	$ 194,921.96	Funds were committed to support the New Hope Food Bank serving residents of Clallam Bay-Sekiu and surrounding areas within west Clallam County who are experiencing food insecurity during the COVID-19 public health emergency. Their current food bank facility (a 30+ year-old single-wide mobile home of approximately 720 sq ft), has fallen into a state of severe disrepair due to the buildings age and construction quality. As a result of pest infestation, electrical wiring problems and other issues, it is no longer safe or viable for the continued operation as a food bank. In addition to the structure issues, the current facility is located approximately 3 miles outside of Clallam Bay, which greatly hinders its ability to serve the food security needs of low income residents in the area, many of whom lack a means of transportation to the food bank. In order to address these issues, a 1,300 sq ft replacement facility was located and available at 33 Bogachiel Street in Clallam Bay. This facility is within close proximity to several local organizations that support other needs of the community including; the Lions Club, health clinic, community center, and a local church. These funds are to support the purchase and renovation of the food bank's new facility in Clallam Bay.
2. Negative Economic Impacts	2.16 Long-term Housing Security: Services for Unhoused Persons	**North Olympic Regional Veteran's Housing Network--Hobucket House**	$ 59,903.00	$ -	$ -	$ -	$ 59,903.00	$ 59,903.00	Funds were committed to NORVHN to support completion of the "Hobucket House" group home project for homeless, disabled Veterans in Clallam County. Funding was needed to address immediate cash flow constraints that were hindering their ability to cover gaps in this planned affordable housing group home project located in Forks, WA due to increased building material costs resulting from the supply chain disruptions created during the COVID-19 public health emergency. The grand opening of the Hobucket House was held on April 20, 2022.
2. Negative Economic Impacts	2. 35 Aid to Tourism, Travel, or Hospitality	**Black Ball Transportation Inc Economic Assistance Grant**	$ 1,250,000.00	$ -	$ 168,553.99	$ 1,081,446.01	$ -	$ 1,250,000.00	Funds were committed to support the preservation of the Black Ball private marine transportation activities and jobs associated with such activities that were severely negatively impacted by the closure of the United States- Canada border during the COVID-19 pandemic by providing ARPA-funded economic support assistance.
1. Public Health	1.1 COVID-19 Vaccination	**COVID-19 Vaccination Marketing Campaign**	$ 21,000.00	$ -	$ -	$ -	$ 20,017.00	$ 20,017.00	Funds were used to develop the social media branding campaign platform, 'Clallam County Cares' to provide COVID-19 facts, updates, and resources to the public.
2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	**Child Care Recruitment Job Fair**	$ 1,215.00	$ -	$ -	$ -	$ 1,215.00	$ 1,215.00	Sponsorship was provided for a recruitment fair to encourage participants to consider a career in childcare and early childhood education and accept job openings currently available in most childcare centers and facilities across the county. Current staff shortages have reduced available child care slots by over 25%. Funds were used for advertising in the local paper and a City Banner (cost and installation). The recruitment fair was held on July 31, 2021. **Funds were exhausted as of 12/31/2021.**

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
1. Public Health	1.4 Prevention in Congregate Settings	**Tek84 Full Body Scanner for County Jail**	$ 183,872.00	$ -	$ -	$ 183,872.00	$ -	$ 183,872.00	Funds were committed to purchase the Tek84 Intercept Full Body Scanner System. The thermal body scanner will scan all incoming inmates to the County jail, minimizing the amount of time and physical proximity needed to conduct a search for contraband while alerting staff to any elevated body temperatures. The results will be a reduced risk of potential COVID-19 exposure to jail staff during the processing of incoming inmates and an early warning of illness symptomology.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Forks Community Food Bank**	$ 105,000.00	$ -	$ 75,394.37	$ -	$ -	$ 75,394.37	Funds were committed to support the purchase of a walk-in freezer allowing the food bank to meet the additional cold storage needs for increased food assistance to the community during the COVID-19 public health emergency. Funds will also be used for the salary and benefit costs of transitioning a volunteer executive director position into a paid full-time staff position due to the increased demands placed on this role and the food bank during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Sequim Open Aire Market**	$ 4,500.00	$ -	$ -	$ -	$ -	$ -	Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.
2 - Negative Economic Impacts	2.1 Household Assistance: Food Programs	**West Olympic Peninsula Betterment Association**	$ 18,000.00	$ -	$ -	$ 18,000.00	$ -	$ 18,000.00	Funds were committed to the OPBA's "Feed the 5000" community meal service that assists residents in the City of Forks and surrounding areas experiencing food insecurity during the COVID-19 public health emergency by providing a free meal each Tuesday. Funds were used to reimburse for costs related to the purchase and storage of food, the preparation of meals to include cookware and carts, the on-site meal service, to include cutlery, plates and seating, personal protection and sanitation materials, and packaging materials related to the delivery of meals due to the 300% increase in the number of individuals seeking the weekly meal service during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Sequim Food Bank**	$ 185,950.00	$ -	$ -	$ -	$ -	$ -	Funds were committed for the design, permitting, and other pre-construction costs relating to Sequim Food Bank's need to build an additional food storage facility on its adjoining property to provide a more sustainable operation to meet the food security needs of the community during the COVID-19 public health emergency. Funds will also be used for staffing costs supplementing the increased staffing required to meet the higher demand.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Port Angeles Farmer's Market**	$ 6,500.00	$ 5,741.00	$ 5,741.00	$ -	$ -	$ 5,741.00	Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	**Port Angeles Food Bank**	$ 1,348,000.00	$ 26,060.52	$ 26,060.52	$ 1,321,939.48	$ -	$ 1,348,000.00	Funds were committed to assist the PA Food Bank in renovations of its new facility, including construction of a 2,000 sq ft food pantry market; a 1,800 sq ft commercial processing kitchen; a 2,000 sq ft training and workspace room for co-locating of additional social services; and 4,000 sq ft of infrastructure improvements needed to create suitable administration and operations space. The renovation funds were deemed necessary and proportionate to enable PA Food Bank to meet the growing need for food assistance during the COVID-19 public health emergency and to support the additional demands placed on it since becoming the "Redistribution Organization" for County food assistance. Remaining funds are to be used for essential worker premium pay and staffing costs.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.2 Rehiring Public Sector Staff	**County Need--Clallam Prosecuting Attorney/Clallam Public Defender--Additional Staff Funding for Case Back Log**	$ 104,216.69	$ -	$ -	$ 104,216.69	$ -	$ 104,216.69	Funds were initially committed for the temporary hiring of additional staff in the Clallam Prosecuting Attorney's Office and Public Defender's Office over a 2 year period to address the court case backlog created by the COVID-19 public health emergency. Based on progress made to clear back-log, additional staff needs ended after the third quarter of 2022.
5. Infrastructure, Water & Sewer	5.11 Drinking water: Transmission & Distribution	**Black Diamond Water District**	$ 103,078.90	$ 8,286.66	$ 100,348.90	$ 2,730.00	$ -	$ 103,078.90	Funds were committed to support the replacement of the main water line over the Little River to be located and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020. This project will ensure the delivery of safe water to 450 Clallam County residents.
2. - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	**United Way of Clallam County - Clallam Resilience Project**	$ 59,000.00	$ 12,902.18	$ 28,154.75	$ 9,445.77	$ -	$ 37,600.52	Funds were committed to support the Clallam Resilience Project in hosting twelve cost-free Community Meetings and hosting a Collaborative Learning Academy no later than April 2023 to aid in building resilience in Clallam County.
1. Public Health	1.4 Prevention in Congregate Settings	**County Need--BOCC Meeting Room Technology Project to Improve COVID Virtual Meeting Capabilities**	$ 134,000.00	$ 35,590.01	$ 35,590.01	$ 36,991.43	$ -	$ 72,581.44	This IT capital project is designed to allow more robust public participation during County meetings and supports the need for improved virtual public meeting capabilities during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	**Olympic Peninsula YMCA**	$ 500,000.00	$ -	$ 296,629.14	$ -	$ -	$ 296,629.14	Funds were committed to support Olympic Peninsula YMCA has in the construction and development of an Early Learning Facility to be located in Port Angeles to provide childcare and early learning services to children 0-6 years of age.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Peninsula Housing Authority**	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	Funds were committed to support Peninsula Housing Authority with unbudgeted payroll and administrative costs incurred in support of the Mutual Self-Help Building program. Peninsula Housing Authority has experienced homebuilding construction delays due to the COVID-19 pandemic.
2. Negative Economic Impacts	2.18 Housing Support: Other Housing Assistance	**Clallam County Health and Human Services Medical Respite**	$ 472,180.00	$ 28,296.60	$ 81,656.01	$ -	$ -	$ 81,656.01	Funds were committed by Clallam County Health and Human Services to develop the Clallam Respite Care Pilot Program which will provide short-term resident services coupled with respite support services and access to medical care for people experiencing homelessness. Such services will be provided in the County's principal low barrier homeless shelter, with trauma informed care-based medical care to be provided by a healthcare non-profit, Olympic Peninsula Community Clinic, who will serve as a contractor in the provision of these services.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Sheriff's Office - Hiring and Retention Incentives**	$ 350,556.67	$ -	$ -	$ 271,812.66	$ -	$ 271,812.66	Funds were committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office for a contracted period of 36 months to ensure delivery of public safety services during a period of critical staff shortages experienced in our County jail and across many law enforcement agencies.
6. Revenue Replacement	6.1 Provision of Government Services	**Broadband Grant Local Match**	$ 1,786,109.41	$ -	$ -	$ 7,497.50	$ -	$ 7,497.50	Funds represent the 10% required local match for the Washington State Broadband Office grant recently awarded to Clallam County. The remaining project funding requirement of over $20 million will be paid out of State grants awarded to Clallam County. The Clallam County Broadband Project will serve approximately 1,600 homes beginning at the Hwy 101/Hwy 112 junction and going through Joyce.
2. Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	**Port Angeles Waterfront Center**	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ 300,000.00	Via a Direct Grant Agreement entered into with Port Angeles Waterfront Center for provision of funds to support the completion of the Field Arts & Events Hall, a 500 seat multi-purpose auditorium and 300 seat conference center, the construction of which was negatively impacted by the COVID-19 public health emergency. In addition to incurring unexpected costs related to the suspension and then resumption of construction during the pandemic, the Recipient also experienced negative economic impacts resulting from supply chain disruptions and inflationary impacts on building materials and labor costs during the pandemic, lost revenue due to the delay in opening this facility, and other unanticipated costs.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Prosecuting Attorney, HHS Nurses and Juvenile Corrections - Hiring and Retention Incentives**	$ 122,531.19	$ 122,531.19	$ 122,531.19	$ -	$ -	$ 122,531.19	BOCC has committed funds to support the hiring and retention incentives to encourage new and continued employment at Clallam County for Prosecuting Attorneys, HHS Nursing Staff and juvenile Services Correction Officers positions. Estimated need between $172,000-202,000.
5. Infrastructure, Water & Sewer	5.18 Water and Sewer: Other	**Carlsborg UGA Water Infrastructure Support**	$ 775,000.00	$ -	$ -	$ -	$ -	$ -	BOCC committed funding in the amount of $775,000 to Clallam County PUD No.1 for the Carlsborg UGA Water Infrastructure Support. LUD #10, principal well for Carlsborg is experiencing an increase of nitrate levels if left unchecked could exceed maximum contamination allowed under Safe Drinking Water Act. To support the Carlsborg region, PUD has developed the Carlsborg/Van-Lan Water System Blending project using County's Van-Lan deep water well to draw clean water and blend with LUD#10 to dilute the nitrates. This water treatment technique is an approved DOH. Estimate total project cost of $9.1 million will achieve several regional water supply planning goals; redundant source of water supply, improved water quality, perfect existing water rights, support acquisition of additional water rights to support expansion, and reducing the impact to regulated rivers and streams.

INCOME

RETURN OF ARPA FUNDS AVAILABLE FOR OTHER ELIGIBLE USES	3.10 Housing Support: Affordable Housing	**Peninsula Behavioral Health - All View Motel Affordable Housing Project**	**$ (389,911.00)**			$ -	$ -	$ -	Under the ARPA Grant agreement with Peninsula Behavioral Health for the All-View Motel mental health affordable housing project, PBH was required to reimburse the County a total of $389,911 in ARPA funds received in the event PBH was awarded funds under its Department of Commerce Housing Trust Fund grant application. As PBH was recently notified that such grant funding was awarded to them, these ARPA funds were returned to the County and are available to be used for other ARPA-eligible projects.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
RETURN OF ARPA FUNDS AVAILABLE FOR OTHER ELIGIBLE USES	2.29 Assistance to Small Businesses: Loans or Grants to Mitigate Financial Hardship	**Clallam Economic Development Council**							
TOTAL ADDITIONAL OBLIGATIONS			**$ 12,693,964.86**	**$ 253,941.13**	**$ 1,326,193.68**	**$ 4,184,033.83**	**$ 3,616,410.87**	**$ 9,126,638.38**	

OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET AS OF JUNE 30, 2023 REPORT DATE)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Project Description
1. Public Health	1.4 Prevention in Congregate Settings	**County Need--BiPolar Ionization HVAC Filtering System**	$ -	Air purification equipment approved for Courthouse as part of the 2022 Capital Budget to help prevent spread of COVID. UPDATE--Costs for this project have increased and it was deemed to no longer be necessary. The $250,000 originally committed for this project will be redirected.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Affordable Housing Programs**	$ 240,000.00	BOCC had indicated funds of up to $1 million dollars to support affordable housing projects in Clallam County (less $300k committed to Peninsula Housing Authority, see above) and $500k was discussed for Habitat for Humanity affordable housing project in Sequim (see below). UPDATE--subsequent BOCC discussion and approval occurred in July 2023 allocating $40k to NORVHN for veteran affordable housing support operating costs and $200k to PHA for the acquisition of the Forks Ox Bow Apartments affordable housing project.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	**Habitat for Humanity**	$ 500,000.00	UPDATE--BOCC has discussed providing $400-500K infrastructure support for a new affordable housing project in Sequim. There had been discussion to change amount to $400K to reimburse land purchase in lieu of advancing funds, but upon further research this created long-term grant compliance issues. Pending receipt of project cost breakdown from HFH as requested by BOCC, staff recommends reverting to original request of advancing ARPA funds in support of infrastructure design and development for this project , or alternatively Opportunity Funds could be utilized.
5. Infrastructure, Water & Sewer	5.13 Drinking water: Source	**Bullman Beach**	$ 160,000.00	BOCC supported funds for the Bullman Beach project to repair the failed Group A water system.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Sheriff's Office - Hiring and Retention Incentives**	$ 183,443.33	Remaining funds committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office. This amount is the remaining from the revised estimate of incentives needed of $514k-$534k (vs original $600,000 committed).
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	**Clallam County Prosecuting Attorney, HHS Nurses and Juvenile Corrections - Hiring and Retention Incentives**	$ 212,468.81	Remaining funds BOCC has committed to support the hiring and retention incentives to encourage new and continued employment at Clallam County for Prosecuting Attorneys, HHS Nursing Staff and Juvenile Services Correction Officers positions. Estimated need between $315,000-$335,000 (revised based on increase in DPA recruitment incentives recently approved).
			$ 1,295,912.14	

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 2nd Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
REMAINING UNCOMMITTED FUNDS									
6. Revenue Replacement	6.1 Provision of Government Services	**TBD**	$ 1,030,763.00						County's "Lost Revenue" category under ARPA, which under the Final Rule allows the County to designate up to $10 million of its ARPA award as "lost revenue" to be used to support provisions of government services. Potential options could include support of: Sequim Food Bank Storage Facility, Coverage of grant funding gaps of Dungeness Off Channel Reservoir ($300k), Capital funding for Other One-Time Projects (new EOC, others).

TOTAL--OTHER ARPA COMMITMENTS	**$ 2,326,675.14**
TOTAL ARPA OBLIGATIONS (2021/2022/2023) AND COMMITMENTS, NET OF RETURN OF ARPA FUNDS	**$ 15,020,640.00**
TOTAL ARPA FUNDS AWARDED TO CLALLAM COUNTY	**$ 15,020,640.00**

23

AUG 1 4 2023

AGENDA ITEM SUMMARY

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

Department: PW/Roads

WORK SESSION ☒ **Meeting Date: 08/14/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/22/20203**

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

Item summary:

HD2.23.001

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract # SWMLSWFA-2023-ClaCPW-00201
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other-

Documents exempt from public disclosure attached: ☐

Executive summary: 2023-2025 Biennial LSFWA Grant Agreement with WA DOE. This funding will allow the county to continue work with WSU-Extension reducing food waste in the solid waste stream as well as their other work in reducing organic waste. This grant will also fund staff work to support SWAC & JSWAB meetings including beginning work on reviewing the Comprehensive Solid Waste Management Plan for update required in the next Biennium.

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?** ☒
Yes, this grant funding provides 75% reimbursement for work the department does in solid waste planning and implementation. The remaining 25% is reimbursable via the Enterprise Fund maintained by the City of Port Angeles under the current ILA.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The department recommends the board to approve the agreement for the LSFWA grant funding.

County Official signature & print name: Ronald Garcelon

Name of Employee/Stakeholder attending meeting: Ronald Garcelon

Relevant Departments: Public Works

Date submitted: 8/09/2023

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SWMLSWFA-2023-ClaCPW-00201

402-23-001

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM COUNTY PUBLIC WORKS, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	P&I Clallam Co PW
Total Cost:	$110,000.00
Total Eligible Cost:	$110,000.00
Ecology Share:	$82,500.00
Recipient Share:	$27,500.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:
Clallam County Public Works will spend $110,000 to continue to implement an Organics Management and food waste reduction program and begin updating the local Solid and Hazardous Waste Management Plan.

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: CLALLAM COUNTY PUBLIC WORKS

Federal Tax ID: 91-6001298

Mailing Address: 223 E 4th St., Ste 6
Port Angeles, WA 98362

Physical Address: 223 E 4th St., Ste 6
Port Angeles, Washington 98362

Organization Email: steve.gray@clallamcountywa.gov

Contacts

Project Manager	Ronald Garcelon Utilities Program Manager 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: ron.garcelon@clallamcountywa.gov Phone: (360) 417-2441
Billing Contact	Hilary Steeby Fiscal Specialist 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: hilary.steeby@clallamcountywa.gov Phone: (360) 417-2370
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Peter Lyon Date
Solid Waste Management
Acting Program Manager

Template Approved to Form by
Attorney General's Office

CLALLAM COUNTY PUBLIC WORKS

By: _____

Mark Ozias Date
Commissioner

Bert Dee Boughton

Aug 9, 2022

Prosecuting Attorney Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $88,482.00

Aug. 9,

Task Title: Food Waste Prevention

Task Description:
Activity – Organics Waste Reduction and Food Waste Prevention

Task work to be performed by RECIPIENT,

The RECIPIENT will partner with WSU Extension to employ a part-time food waste reduction and School Garden coordinator to implement programming to reduce organics in the waste stream in accordance with the Clallam County Solid Waste Management Plan (CCSWMP), the "Use Food Well Washington Plan" and portions of the 2022 Organics Management Law.

The RECIPIENT will,

- work with Port Angeles Food Bank to establish a hot-food recovery program
- conduct education and outreach to the public about household food waste reduction strategies
- offer backyard composting education and school compost programming
- provide schools with food waste reduction curriculum

This Task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

RECIPIENT may contract or purchase services for assistance to implement this Task. Reimbursement for costs incurred by contractor(s) or purchased services to implement work identified in this Task are subject to the same eligibility and reimbursement requirements as the RECIPIENT.

EXPECTED TASK COSTS

Costs Eligible for Reimbursement
- RECIPIENT staff salaries, benefits and indirect costs (up to 30%)
- Costs to develop, print and distribute promotional, educational and outreach materials
- Consultant and Contractor services to conduct Task activities
- Costs not listed here but pre-approved in writing by ECOLOGY

Costs Ineligible for Reimbursement
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by

ECOLOGY

• Costs not supported with required documentation

Task Goal Statement:

Reduce food waste and other organic waste from local waste stream.

Aug.

Task Expected Outcome:

With the task budget, RECIPIENT estimates,

400 tons organic waste diverted from landfilling

Recipient Task Coordinator: Ronald Garcelon

Food Waste Prevention

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $21,518.00

Task Title: Solid and Hazardous Waste Mgmt Plan Maintenance

Task Description:

RECIPIENT will review the Clallam County Solid and Hazardous Waste Management Plan (CCSHWMP) in coordination with the Clallam County Solid Waste Advisory Committee (SWAC), Joint Solid Waste Advisory Board (JSWAB) and signatories to the Interlocal Agreement. RECIPIENT will review the CCSHWMP chapter by chapter and discuss each at SWAC meetings and with stakeholders as required to be in compliance with applicable RCW 70.95.090 & 70.95.110. RECIPIENT may enter into a new contract for assistance with analysis of local conditions, plan review and update, as desired.

Grant payments are disbursed according to the following Proposed Work Plan and Reimbursement schedule:

Q1. Review Executive Summary and Chapter 1: Goals, Recommendations and Introduction - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q2. Review Chapters 2-3: Background and Solid Waste Collection - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q3. Review Chapters 4-5: Waste Transfer and Disposal - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q4. Review Chapters 6-7: Waste Reduction and Recycling - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q5. Review Chapters 8-9: Organics and Miscellaneous Solid Wastes - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q6. Review Chapters 10-11: Regulation, Administration and Implementation - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q7. Review Appendices - with SWAC/JSWAB. Eligible costs to this point are reimbursable.
Q8. Review Hazardous Waste Management Plan (Appendix B) - with SWAC/JSWAB. Recommendations, updates and revisions from discussions will be incorporated into the draft Plan updates for 2026. Eligible costs to this point are reimbursable.

RECIPIENT may contract or purchase services for assistance to implement this Task. Reimbursement for costs incurred by contractor(s) or purchased services to implement work identified in this Task are subject to the same eligibility and reimbursement requirements as the RECIPIENT.

Costs Eligible for Reimbursement
- RECIPIENT staff salaries, benefits and indirect costs (up to 30%)
- Consultant and Contractor services to conduct Task activities
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement
- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by

ECOLOGY

• Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to facilitate stakeholder communication in preparation for CCSHWMP maintenance.

Task Expected Outcome:

With the task budget, RECIPIENT estimates,

1 S/HWMP maintenance developed

Recipient Task Coordinator: Ronald Garcelon

Solid and Hazardous Waste Mgmt Plan Maintenance

Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG230403

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: P&I Clallam Co PW
Funding Effective Date: 07/01/2023
Funding Type: Grant
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

P&I Clallam Co PW	Task Total
Food Waste Prevention	$ 88,482.00
Solid and Hazardous Waste Mgmt Plan Maintenance	$ 21,518.00
	Total: $ 110,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
P&I Clallam Co PW	25.00 %	$ 27,500.00	$ 82,500.00	$ 110,000.00
Total		**$ 27,500.00**	**$ 82,500.00**	**$ 110,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

Aug. 9,

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

24

AGENDA ITEM SUMMARY

AUG 1 4 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: August 14, 2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other: Project Update

Documents exempt from public disclosure attached: ☐

Executive summary:

The Public Works Dept. is leading the County effort to acquire land, design, and secure funding to construct a Dungeness Off-Channel Reservoir (OCR). The project site is located south of Sequim on approximately 396-acres currently owned by WA. Department of Natural Resources off River Road. The Dungeness River is an important water supply for local farms, communities, and four Endangered Species Act listed species. Last week the Board approved extension of the County's state grant contract with Ecology to January 31, 2025, that supports project land acquisition, design, permitting, water rights work, outreach, partner coordination, project management, and related work.

The key objective of the proposed Dungeness OCR is to help restore river flows in late summer by storing water from the Dungeness River during winter and spring when flows are plentiful. This stored water will be used in late summer in place of water withdrawn directly from the river by irrigation districts when flows area at their lowest to restore streamflow to the river, provide for a stable, drought-resistant, and climate-resilient water supply for local agriculture, and other benefits.

In 2022, a preliminary design (30%) design and a supporting preliminary basis of design report were completed. This information was presented at a well-attended December 2022 open house.

Staff has provided several project briefings earlier in 2023. At the upcoming briefing, staff and consultant team will provide updates on recent project work and budget status. A key focus will be to overview four additional reservoir configuration options from the original 30% design developed in 2022. The revised configurations Options A through C respond to key public comments about the height of the embankment and the volume of water stored above-ground level.

Recent seismic reconnaissance work by the project consultant team indicates that there are subtle linear features, or lineaments, that suggest a fault zone may cross the site. Additional work is needed

to confirm the locations and understand the characteristics of these features and verify whether the topographic features are, or are not, associated with fault offset.

In response to these recent seismic reconnaissance findings, the consultant worked with staff to develop an additional option (Option D) to look at the potential for shifting the reservoir further south to avoid overlap of the reservoir with the potential fault zone identified. Option D is also responsive to key public comments to lower embankment height and store more water volume below grade.

The attached document starts with a two-page summary of key 2023 work areas that is followed by a summary description and comparison of the 2022 Preliminary Design and Additional Reservoir Configuration Options A – D. The consultant will be providing an overview and comparison of the reservoir configuration options based on the attached document.

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?** ☐

Current work is grant funded.

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

Project update briefing. No action required.

County Official signature & print name: _____ Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray and Joe Donisi

Relevant Departments: Public Works

Date submitted: August 9, 2023

Dungeness Off-Channel Reservoir Project Background – Summary of Work Completed

This packet of information and the presentation given to the Clallam County Board of Commissioners on August 14, 2023, summarize work completed on the Dungeness Reservoir project since the preliminary design was finished early in 2022. Key items of work have included the following:

Public Comment and Response

- **Public Meeting:** A presentation and open house were held in Sequim on December 6, 2022, to present the preliminary design to the public.
- **Comment Review and FAQ Document Preparation:** Comments and questions provided by the public during the open house, via email, or through the project web site were reviewed and a frequently asked questions (FAQ) document was prepared to respond to questions about the project from the public. The FAQ document is available via the project web site.
- **Reservoir Configuration:** One key public comment was a request that the height of the embankment and volume of water stored aboveground be reviewed and reduced, if possible, to improve the public perception of reservoir safety. Additional work has been completed to further evaluate reservoir configuration options, as outlined in this packet.

Coordination with the Dungeness Reservoir Work Group

- **Meetings with Dungeness Reservoir Work Group:** The County and the consultant team are engaged in regular (monthly) meetings with the Dungeness Reservoir Work Group to discuss the work and address comments from members of the Work Group.
- **Response to Work Group Comments:** The County and consultant team have been tracking and responding to written comments from the Dungeness Reservoir Work Group.

Field Work

- **Topographic Survey:** Additional topographic survey data have been collected to supplement survey data collected in 2021.
- **Cultural Resources:** Additional areas have been surveyed for cultural resources by an archaeological consultant that were not surveyed in detail by prior work.
- **Geotechnical:** Additional geotechnical work is underway to better understand site conditions. Work completed since the preliminary design phase has included the following:
  - **Geophysical Survey:** A survey was completed using geophysical scanning equipment to better characterize sub-surface soil conditions and to determine the depth to the glacial till layer that might be used as a source for the low-permeability reservoir liner and embankment core material.
  - **Seismic Reconnaissance:** One key question asked by the public is whether there is seismic faulting at the site. A seismic site reconnaissance was completed to develop

information to help answer that question. The following information on seismic hazards was collected and reviewed prior to initiation of the preliminary design:

- **2007 United States Geological Survey (USGS) Study:** A fault line was mapped across the site by USGS geologists (Nelson et al. 2007). The study referred to the fault as the Sequim fault but did not provide any explanation or basis for mapping a fault at this location.
- **2020 Pan Geo Report:** The county consulted with Pan Geo to perform an initial geotechnical engineering feasibility review of the project prior to engaging in the preliminary design. The study included a review of available information and a site visit with USGS geologists to look for the presence of features that might suggest ground instability or past movement from faulting. The study did not identify any fatal flaws and found "no identifiable evidence of faulting in the project area." The report did recommend that excavations for the project be reviewed for any "soil anomalies that might have origins in a seismic feature."

A more detailed seismic reconnaissance was performed by Shannon & Wilson in April 2023 with the anticipation that the results would confirm the findings of the Pan Geo Report. This seismic reconnaissance included the following:

- **Site Review:** A detailed review of the site by geologists with specific expertise in identifying and evaluating seismic features.
- **Desktop Review:** Existing information on geologic conditions at the site was reviewed, similar to what had been done by Pan Geo. A detailed review of LiDAR data was also completed to identify whether there are any topographic features at the site that may indicate the presence of past movement from faulting.

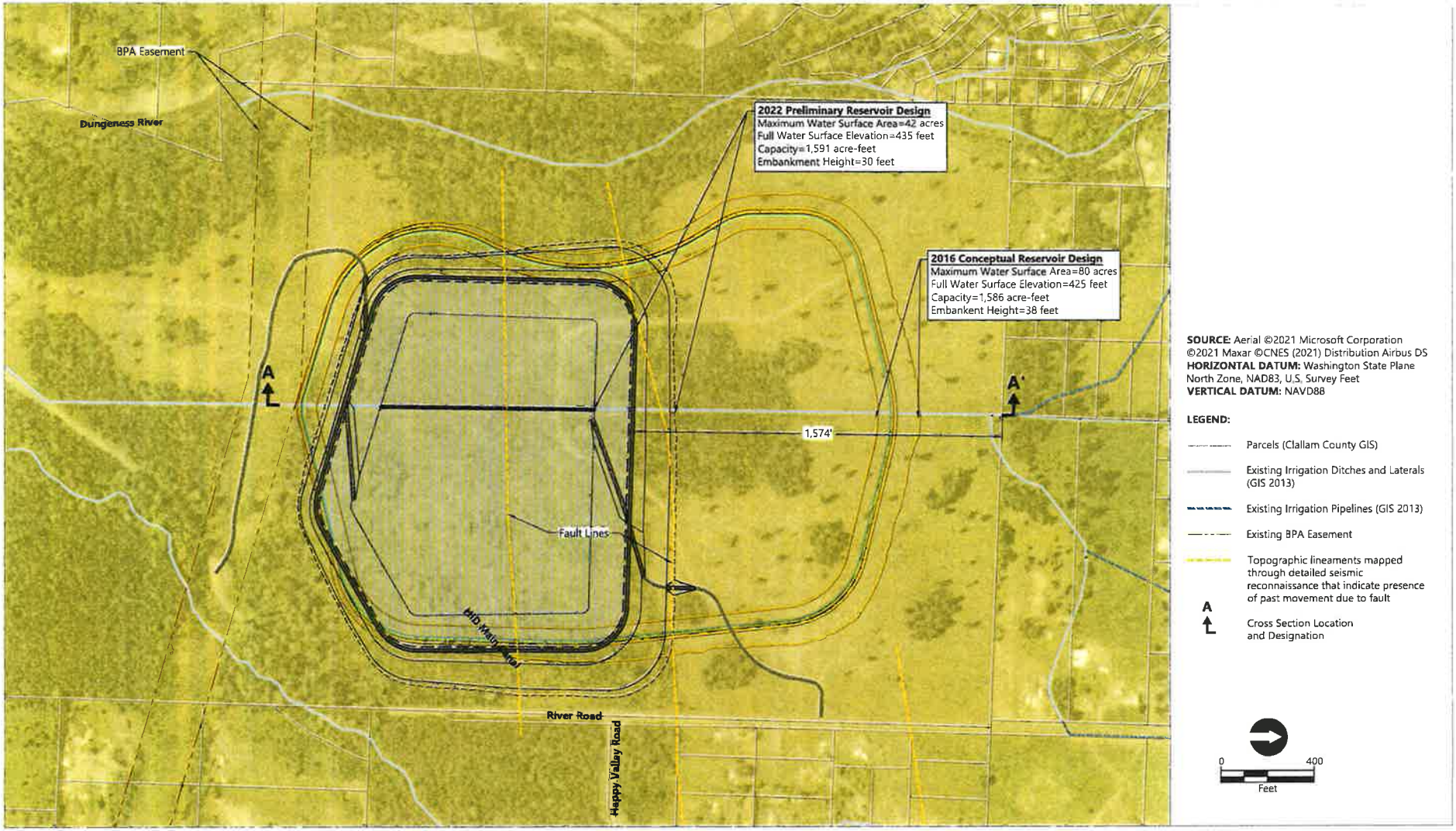
The detailed review of LiDAR data indicates that there are subtle linear features, or lineaments, that do suggest a fault zone may cross the site. Additional work is needed to confirm the locations and understand the characteristics of these features and verify whether the topographic features are, or are not, associated with fault offset.

Evaluation of Additional Reservoir Configuration Options

- **Review of Embankment Height and Aboveground Water Storage Volume:** Additional reservoir configurations were evaluated to address the key public comment about the height of the embankment and that the volume of water stored aboveground. Options A through C, summarized in this packet, were evaluated specifically with this concern in mind.
- **In Response to Seismic Reconnaissance Findings:** Following the seismic reconnaissance by Shannon & Wilson, an additional option (Option D) was evaluated to look at the potential for shifting the reservoir to the south to avoid overlap of the reservoir embankment with the fault zone identified by Shannon & Wilson.

Reservoir Configuration Summary: 2022 Preliminary (30%) Design	
Key Design Parameters:	
• Maximum Water Surface Elevation/Overflow Elevation	435.0 feet
• Top of Embankment Elevation	438.0 feet
• Low-level Outlet Invert Elevation	384.6 feet
• Approximate Existing Ground Elevation at North Embankment	408 feet±
• Approximate Embankment Height at North End of Reservoir	30 feet±
• Maximum Depth of Water Above Ground at North End of Reservoir	27 feet±
• Interior Embankment Slope	3H:1V
• Exterior Embankment Slope	2.5H:1V, With Toe Berm
• Estimated Storage Capacity	1,591 acre-feet
• Storage Volume Below Ground Elevation at North End of Reservoir	592 acre-feet
• Storage Volume Above Ground Elevation at North End of Reservoir	999 acre-feet
• Total Estimated Cut Required	1,243,501 CY
• Total Estimated Fill Required	642,529 CY
• Total Excess Material to be Placed On-site or Hauled Away	600,972 CY
Summary:	
The preliminary (30% complete) design, as outlined in the Preliminary Basis of Design Report for the project, included a 1,591-acre-foot reservoir that would be constructed by excavating material and placing an embankment to impound water. The reservoir water surface would cover approximately 41.6 acres when full. The top of the embankment would extend to a top elevation of 438 feet and the reservoir would be designed to maintain a full water surface at an elevation of 435 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 30 feet tall above the existing ground. The depth of water stored above the existing ground at that location would be approximately 27 feet. The top of the embankment would be located approximately 1,574 feet south of the north property boundary. The project would include the following key elements: • The 1,591-acre-foot reservoir. • Upgrades to HID intake and screening facilities near the Dungeness River. • A settling basin downstream of the HID intake and screening facilities. • A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral. • A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir. • A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary. • An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance. • An emergency spillway structure with a crest elevation of 435 feet and 36-inch discharge pipeline to the river. • Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.	
Opinion of Cost for All Key Elements of the Project (including HID Pipeline)	$38.8 million

DRAFT

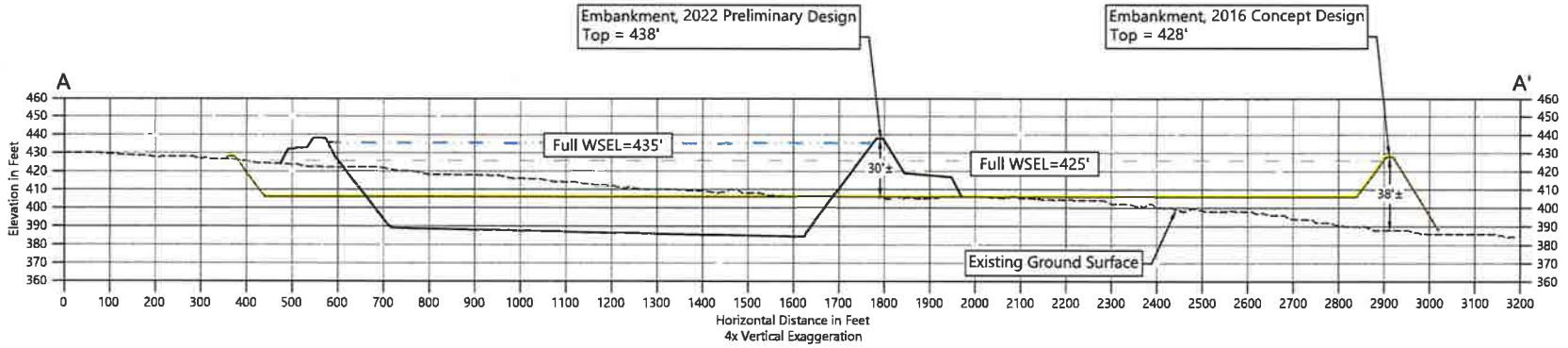


Publish Date: 2023/09/09 7:41 AM | User:dmce
Filepath: K:\Projects\1445-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-011-Reservoir Comparison.dwg [Figure 1]

ANCHOR QEA

Figure 1
Reservoir Comparison - 2016 Concept and 2022 Preliminary Design - Plan View
Public Outreach
Dungeness Reservoir Irrigation Improvement Project

DRAFT



SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

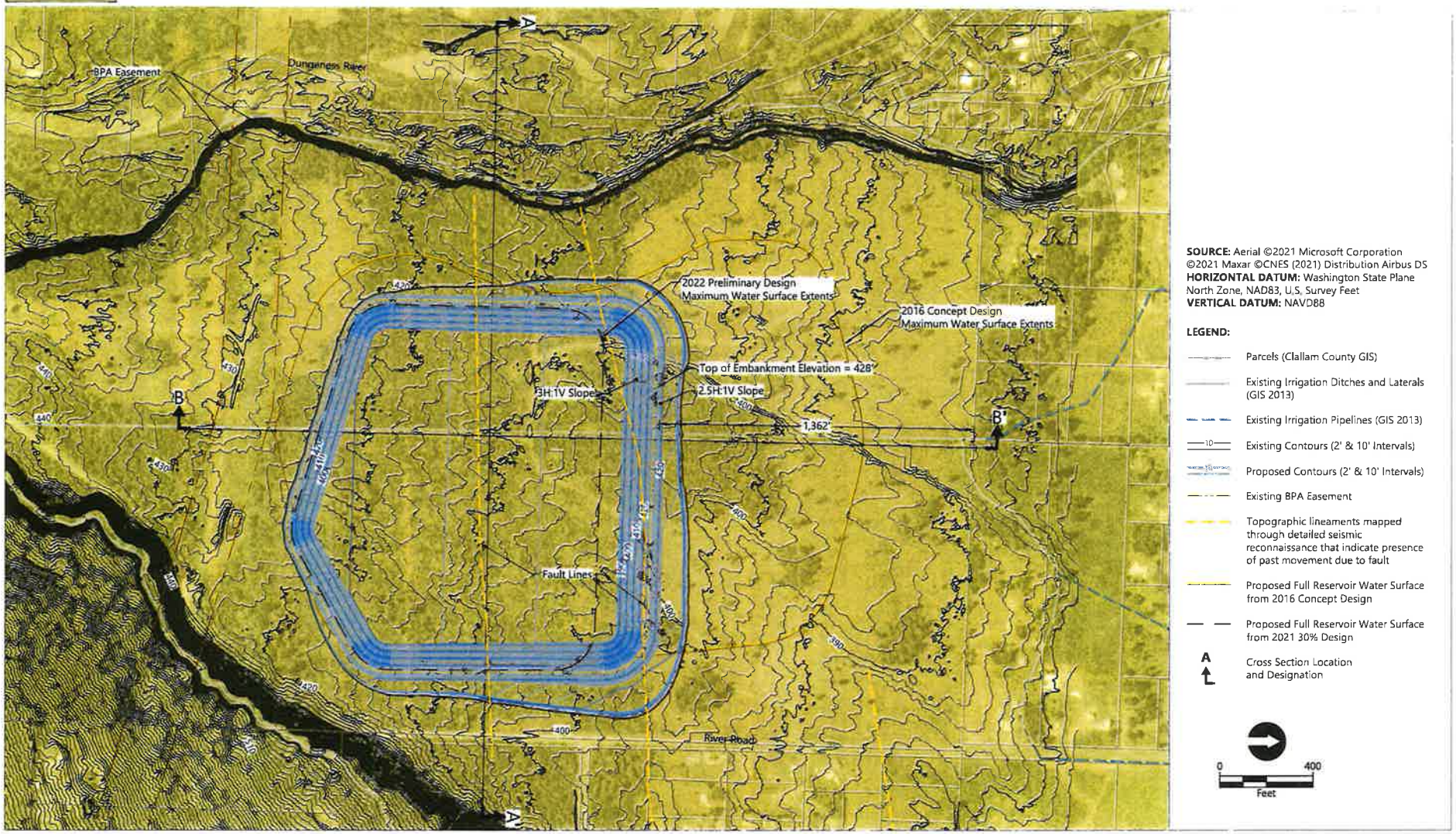
Publish Date: 2023/09/09 7:40 AM | User: dnca
Filepath: K:\Projects\1439-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-011-Reservoir Comparison.dwg Figure 2

ANCHOR QEA

Figure 2
Reservoir Comparison - 2016 Concept and 2022 Preliminary Design - Profile
Public Outreach
Dungeness Reservoir Irrigation Improvement Project

Reservoir Configuration Summary: Option A – Max WSEL at 425 feet	
Key Design Parameters:	
• Maximum Water Surface Elevation/Overflow Elevation	425.0 feet
• Top of Embankment Elevation	428.0 feet
• Low-level Outlet Invert Elevation	384.6 feet
• Approximate Existing Ground Elevation at North Embankment	406 feet±
• Approximate Embankment Height at North End of Reservoir	22 feet±
• Maximum Depth of Water Above Ground at North End of Reservoir	19 feet±
• Interior Embankment Slope	3H:1V
• Exterior Embankment Slope	2.5H:1V, With Toe Berm
• Estimated Storage Capacity	1,595 acre-feet
• Storage Volume Below Ground Elevation at North End of Reservoir	729 acre-feet
• Storage Volume Above Ground Elevation at North End of Reservoir	866 acre-feet
• Total Estimated Cut Required	1,590,557 CY
• Total Estimated Fill Required	364,723 CY
• Total Excess Material to be Placed On-site or Hauled Away	1,225,834 CY
Summary:	
Option A would be similar to the preliminary design, but the top elevation and full water surface elevation would be reduced 10 feet, while maintaining the same bottom elevation. To maintain a similar storage capacity, the north embankment would need to shift to the north. The analysis of Option A resulted in a 1,595-acre-foot reservoir, similar in shape to the preliminary design. However, the reservoir water surface would cover approximately 49.0 acres when full (an increase of 7.4 acres over the preliminary design). The top of the embankment would only extend to a top elevation of 428 feet and the reservoir would be designed to maintain a full water surface at an elevation of 425 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 22 feet tall above the existing ground. The depth of water stored above the existing ground at that location would be approximately 19 feet. The top of the embankment would be located approximately 1,362 feet south of the north property boundary. The project would include the following key elements: • The 1,595-acre-foot reservoir. • Upgrades to HID intake and screening facilities near the Dungeness River. • A settling basin downstream of the HID intake and screening facilities. • A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral. • A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir. • A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary. • An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance. • An emergency spillway structure with a crest elevation of 425 feet and 36-inch discharge pipeline to the river. • Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.	
Opinion of Cost for All Key Elements of the Project (including HID Pipeline)	$41.2 million

DRAFT

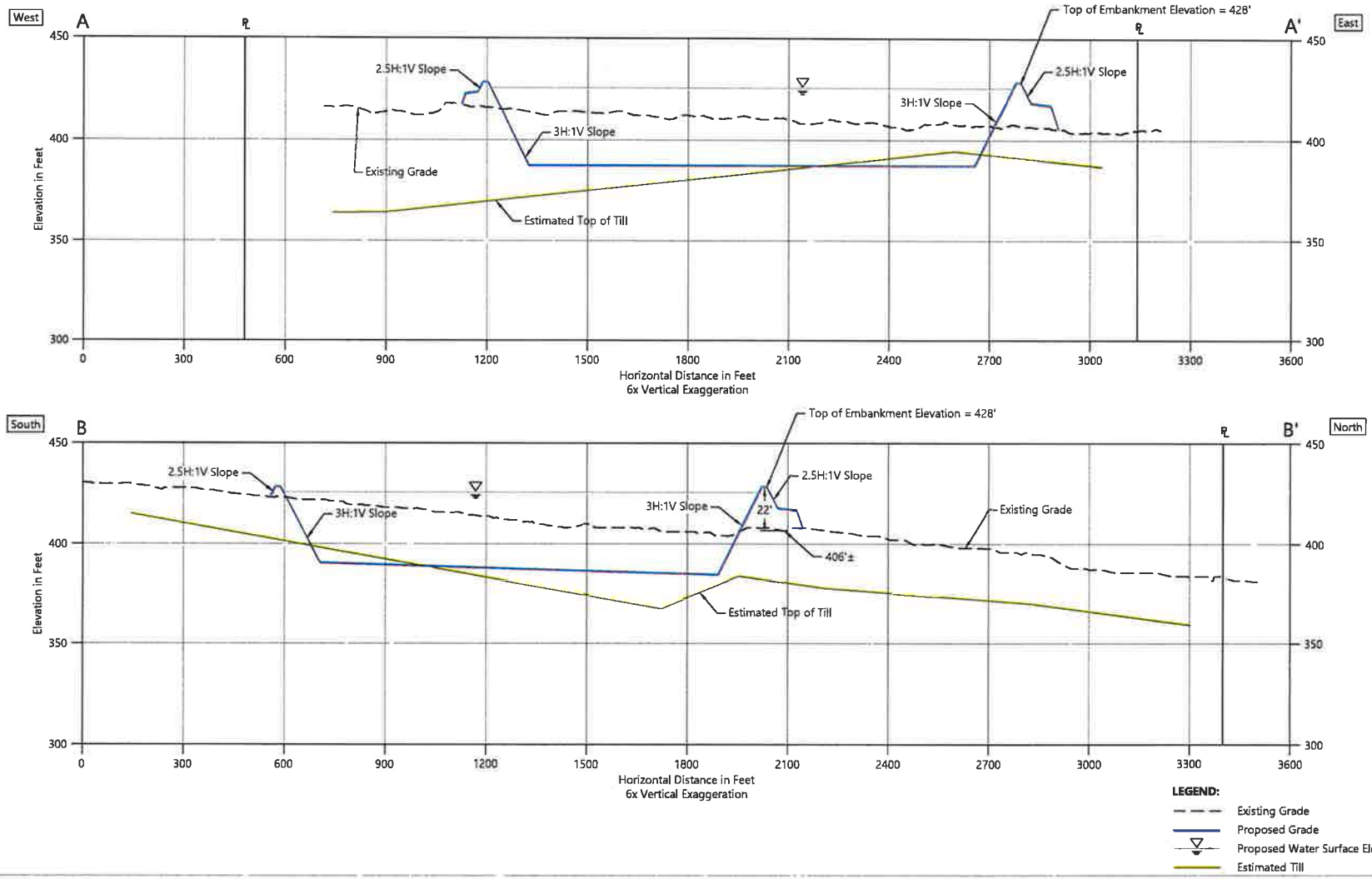


Publish Date: 2023/08/09 7:44 AM | User: dtrott
Filepath: K:\Projects\1439-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-012 Design Charrette-Option A.dwg Figure A-1

ANCHOR QEA

Figure A-1
Plan View: Option A
Dungeness Off-Channel Reservoir

DRAFT



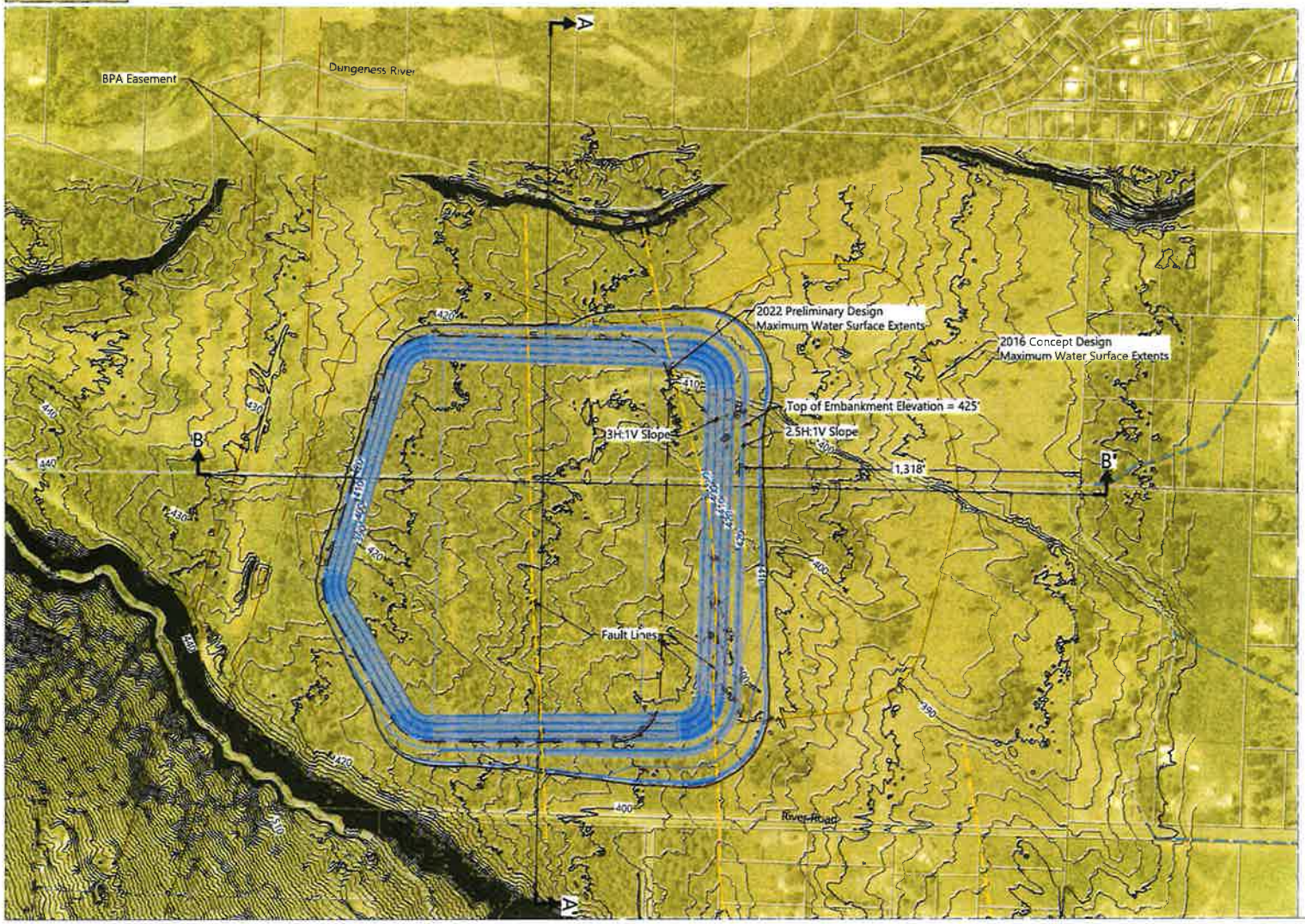
Publish Date: 2023/08/09 7:46 AM | User: dmce
Filepath: K:\Projects\1439-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-012 Design Charrette-OptionA.dwg Figure A-2

ANCHOR QEA

Figure A-2
Cross Sections: Option A
Dungeness Off-Channel Reservoir

Reservoir Configuration Summary: Option B – Max WSEL at 422 feet	
Key Design Parameters:	
• Maximum Water Surface Elevation/Overflow Elevation	422.0 feet
• Top of Embankment Elevation	425.0 feet
• Low-level Outlet Invert Elevation	384.6 feet
• Approximate Existing Ground Elevation at North Embankment	405 feet±
• Approximate Embankment Height at North End of Reservoir	20 feet±
• Maximum Depth of Water Above Ground at North End of Reservoir	17 feet±
• Interior Embankment Slope	3H:1V
• Exterior Embankment Slope	2.5H:1V, With Toe Berm
• Estimated Storage Capacity	1,544 acre-feet
• Storage Volume Below Ground Elevation at North End of Reservoir	739 acre-feet
• Storage Volume Above Ground Elevation at North End of Reservoir	805 acre-feet
• Total Estimated Cut Required	1,681,850 CY
• Total Estimated Fill Required	280,226 CY
• Total Excess Material to be Placed On-site or Hauled Away	1,401,624 CY
Summary:	
Option B would be similar to Option A, but the top elevation and full water surface elevation would be reduced an additional 3 feet, while maintaining the same bottom elevation. To maintain a similar storage capacity, the north embankment would need to shift to the north. The analysis of Option B resulted in a 1,544-acre-foot reservoir, similar in shape to the preliminary design and Option A. However, the reservoir water surface would cover approximately 50.5 acres when full (an increase of 8.9 acres over the preliminary design). The top of the embankment would only extend to a top elevation of 425 feet and the reservoir would be designed to maintain a full water surface at an elevation of 422 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 20 feet tall above the existing ground. The depth of water stored above the existing ground at that location would be approximately 17 feet. The top of the embankment would be located approximately 1,320 feet south of the north property boundary. The project would include the following key elements: • The 1,595-acre-foot reservoir. • Upgrades to HID intake and screening facilities near the Dungeness River. • A settling basin downstream of the HID intake and screening facilities. • A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral. • A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir. • A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary. • An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance. • An emergency spillway structure with a crest elevation of 422 feet and 36-inch discharge pipeline to the river. • Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.	
Opinion of Cost for All Key Elements of the Project (including HID Pipeline)	$42.4 million

DRAFT



SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

LEGEND:

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A — A' Cross Section Location and Designation

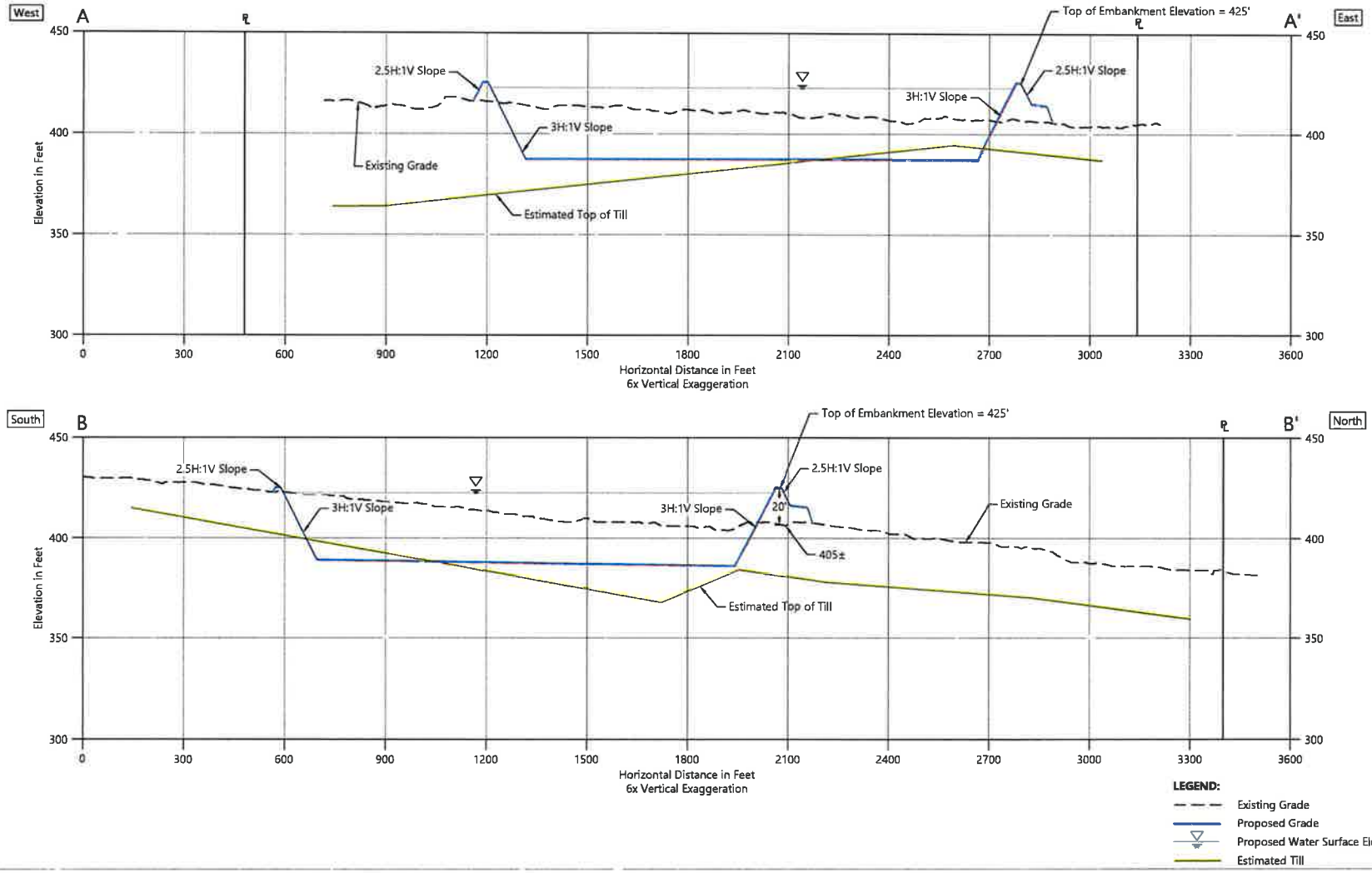
0 400
Feet

Publish Date: 2023/02/09 7:49 AM | User: drice
Filepath: K:\Projects\1415-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-014 Design Charrette-Option8.dwg Figure B-1

ANCHOR QEA

Figure B-1
Plan View: Option B
Dungeness Off-Channel Reservoir

DRAFT



Publish Date: 2023/06/09 7:50 AM | User: dnce
Filepath: K:\Projects\1439-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-014 Design Charrette-OptionB.dwg Figure B-2

ANCHOR QEA

Figure B-2
Cross Sections: Option B
Dungeness Off-Channel Reservoir

Reservoir Configuration Summary: Option C – Max WSEL at 415 feet, Pipe Extended North, Lower Bottom	
Key Design Parameters:	
• Maximum Water Surface Elevation/Overflow Elevation	415.0 feet
• Top of Embankment Elevation	418.0 feet
• Low-level Outlet Invert Elevation	381.5 feet
• Approximate Existing Ground Elevation at North Embankment	404 feet±
• Approximate Embankment Height at North End of Reservoir	14 feet±
• Maximum Depth of Water Above Ground at North End of Reservoir	11 feet±
• Interior Embankment Slope	3H:1V
• Exterior Embankment Slope	12H:1V (N) 8H:1V (E and W)
• Estimated Storage Capacity	1,591 acre-feet
• Storage Volume Below Ground Elevation at North End of Reservoir	979 acre-feet
• Storage Volume Above Ground Elevation at North End of Reservoir	612 acre-feet
• Total Estimated Cut Required	2,603,569 CY
• Total Estimated Fill Required	274,989 CY
• Total Excess Material to be Placed On-site or Hauled Away	2,328,580 CY

Summary:

Option C assumes that the discharge pipelines from the reservoir would be extended beyond the north property boundary and lowered to allow the bottom of the reservoir to be lowered. The reservoir would be configured to provide a similar storage capacity to the preliminary design, while lowering the top of the embankment as much as possible. For this option, the top of the reservoir was set at an elevation of 418.0 feet (20 feet lower than the preliminary design). The low-level outlet invert elevation was reduced by almost 3 feet, to an elevation of 381.5 feet. It was assumed that the 36-inch discharge pipeline from the reservoir would branch near the north property boundary and the following pipelines would be added to extend the discharge system:

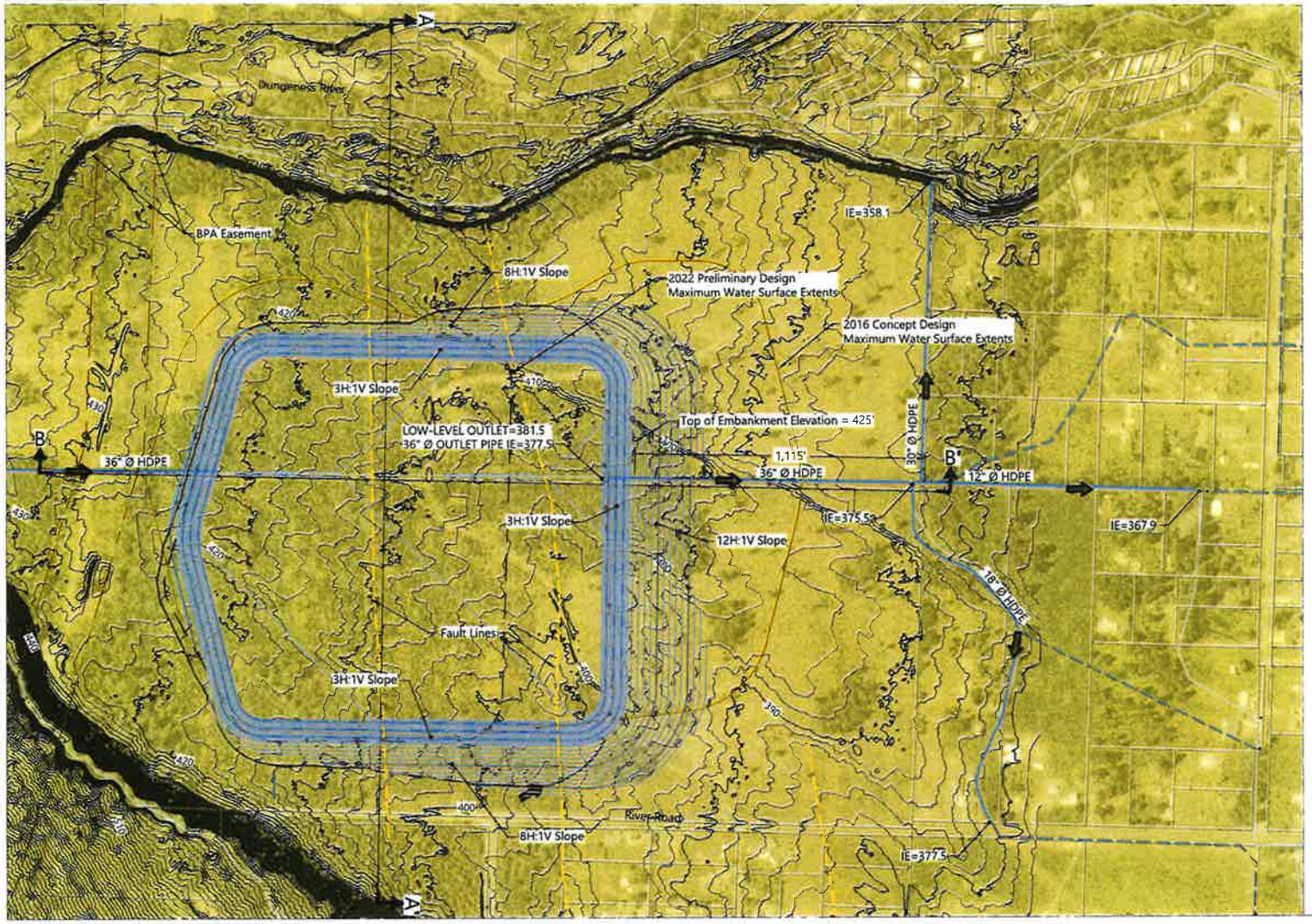
- An 18-inch pipeline would extend northeast in the Eureka Canal to an existing culvert at River Road. The invert at the discharge location at River Road would be the same as the existing culvert (377.5 feet).
- A 30-inch pipeline would extend west parallel to the north property boundary to convey water to the Independent Canal. The invert at the discharge location at the Independent Canal would be 358.1 feet.
- A 12-inch pipeline would extend approximately 1,100 north of the property boundary in the HID H-1 Lateral. That pipeline would discharge at an invert elevation of 367.9 feet.

For the reservoir to release water by gravity, the low-level outlet at the reservoir would need to be higher than the elevations at the three points of discharge identified above. The highest of those would be the 18-inch pipe in the Eureka Canal, with a discharge outlet invert elevation of 377.5 feet. To ensure that there would be capacity to release reservoir water when the reservoir is low and allow for pressure losses in the discharge pipelines, the low-level outlet at the reservoir was set at an elevation of 381.5 feet.

The analysis of Option C resulted in a 1,591-acre-foot reservoir. The reservoir water surface would cover approximately 57.8 acres when full (an increase of 16.2 acres over the preliminary design). The top of the embankment would only extend to a top elevation of 418 feet and the reservoir would be designed to maintain a full water surface at an elevation of 415 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 14 feet tall above the existing ground. The depth of water stored

Reservoir Configuration Summary: Option C – Max WSEL at 415 feet, Pipe Extended North, Lower Bottom	
above the existing ground at that location would be approximately 11 feet. The top of the embankment would be located approximately 1,115 feet south of the north property boundary. The project would include the following key elements: • The 1,591-acre-foot reservoir. • Upgrades to HID intake and screening facilities near the Dungeness River. • A settling basin downstream of the HID intake and screening facilities. • A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral. • A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir. • A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary. • The discharge pipelines listed earlier in this summary, branching from the 36-inch outlet pipeline near the north property boundary. • An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance. • An emergency spillway structure with a crest elevation of 415 feet and 36-inch discharge pipeline to the river. • Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.	
Opinion of Cost for All Key Elements of the Project (including HID Pipeline)	$44.5 million

DRAFT



SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

LEGEND:

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A — Cross Section Location and Designation

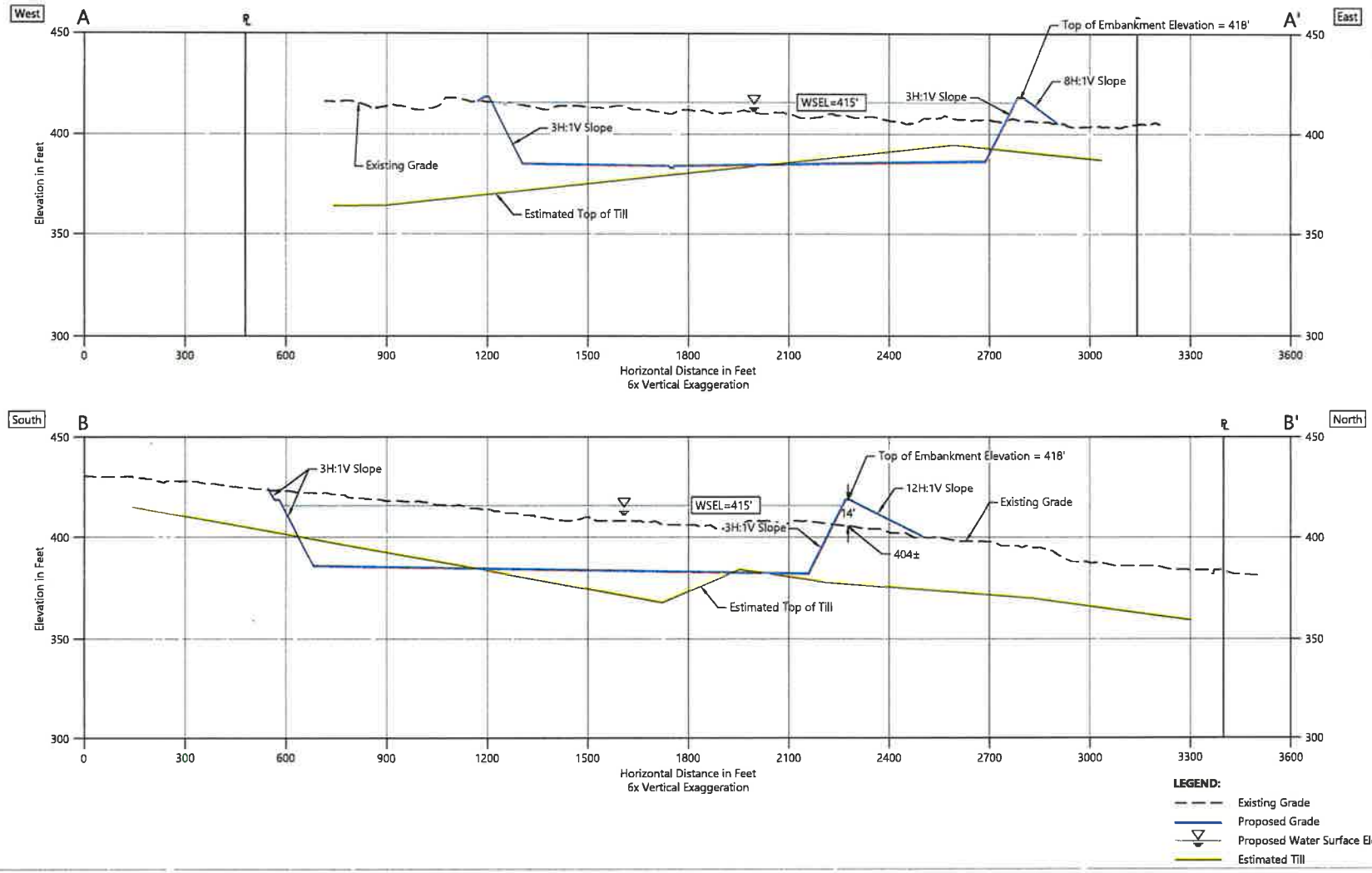
0 400 Feet

Publish Date: 2023/08/09 7:54 AM | User: dride
Filepath: K:\Projects\1439-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-014 Design Charrette-Option\Fig Figure C-1

ANCHOR QEA

Figure C-1
Plan View: Option C
Dungeness Off-Channel Reservoir

DRAFT



Publish Date: 2023/09/09 7:55 AM | User: dnca
Filepath: K:\Projects\1439-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-014 Design Charrette-OptionC.dwg Figure C-2

ANCHOR QEA

Figure C-2
Cross Sections: Option C
Dungeness Off-Channel Reservoir

Reservoir Configuration Summary: Option D – Max WSEL at 435 feet, Shifted to South to Avoid Fault Zone	
Key Design Parameters:	
• Maximum Water Surface Elevation/Overflow Elevation	435.0 feet
• Top of Embankment Elevation	438.0 feet
• Low-level Outlet Invert Elevation	383.5 feet
• Approximate Existing Ground Elevation at North Embankment	415 feet±
• Approximate Embankment Height at North End of Reservoir	23 feet±
• Maximum Depth of Water Above Ground at North End of Reservoir	20 feet±
• Interior Embankment Slope	3H:1V
• Exterior Embankment Slope	3H:1V, With Toe Berm
• Estimated Storage Capacity	1,420 acre-feet
• Storage Volume Below Ground Elevation at North End of Reservoir	696 acre-feet
• Storage Volume Above Ground Elevation at North End of Reservoir	724 acre-feet
• Total Estimated Cut Required	1,745,452 CY
• Total Estimated Fill Required	363,563 CY
• Total Excess Material to be Placed On-site or Hauled Away	1,381,889 CY

Summary:

Option D would result in the reservoir footprint being shifted to the south to avoid overlap with a fault zone that was identified by the recently completed seismic reconnaissance. The reservoir would include two separate sections of reservoir connected by pipe through the BPA easement; one section of reservoir would be located north of the BPA easement but south of the fault zone and the other would be located south of the BPA easement.

This option also assumes that the discharge pipelines from the reservoir would be extended beyond the north property boundary and lowered to allow the bottom of the reservoir to be lower than it would be if the outlet had to daylight at the north property boundary. For this option, the top of the reservoir was set at an elevation of 438.0 feet (the same as the preliminary design). The low-level outlet invert elevation would be approximately 383.5 feet. It was assumed that the 36-inch discharge pipeline from the reservoir would branch near the north property boundary and the following pipelines would be added to extend the discharge system:

- An 18-inch pipeline would extend northeast in the Eureka Canal to an existing culvert at River Road. The invert at the discharge location at River Road would be the same as the existing culvert (377.5 feet).
- A 30-inch pipeline would extend west parallel to the north property boundary to convey water to the Independent Canal. The invert at the discharge location at the Independent Canal would be 358.1 feet.
- A 12-inch pipeline would extend approximately 1,100 north of the property boundary in the HID H-1 Lateral. That pipeline would discharge at an invert elevation of 367.9 feet.

For the reservoir to release water by gravity, the low-level outlet at the reservoir would need to be higher than the elevations at the three points of discharge identified above. The highest of those would be the 18-inch pipe in the Eureka Canal, with a discharge outlet invert elevation of 377.5 feet. To ensure that there would be capacity to release reservoir water when the reservoir is low and allow for pressure losses in the discharge pipelines, the low-level outlet at the reservoir was set at an invert elevation of 383.5 feet.

The analysis of Option D resulted in a 1,420-acre-foot reservoir, which is slightly smaller than the other options. The capacity of the reservoir could be increased by raising the top elevation, lowering the bottom elevation further, or constructing additional capacity and causing additional impacts within the BPA easement. The reservoir water surface would cover approximately 41.8 acres when full (similar in area to the preliminary design). The top of the

Reservoir Configuration Summary: Option D – Max WSEL at 435 feet, Shifted to South to Avoid Fault Zone	
embankment would extend to a top elevation of 438 feet and the reservoir would be designed to maintain a full water surface at an elevation of 435 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 23 feet tall above the existing ground. The depth of water stored above the existing ground at that location would be approximately 20 feet. The top of the embankment would be located approximately 2,285 feet south of the north property boundary. The project would include the following key elements: • The 1,420-acre-foot reservoir. • Upgrades to HID intake and screening facilities near the Dungeness River. • A settling basin downstream of the HID intake and screening facilities. • A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral. • A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir. • A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary. • The discharge pipelines listed earlier in this summary, branching from the 36-inch outlet pipeline near the north property boundary. • An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance. • An emergency spillway structure with a crest elevation of 435 feet and 36-inch discharge pipeline to the river. • Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.	
Opinion of Cost for All Key Elements of the Project (including HID Pipeline)	$43.6 million

DRAFT



SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

LEGEND:

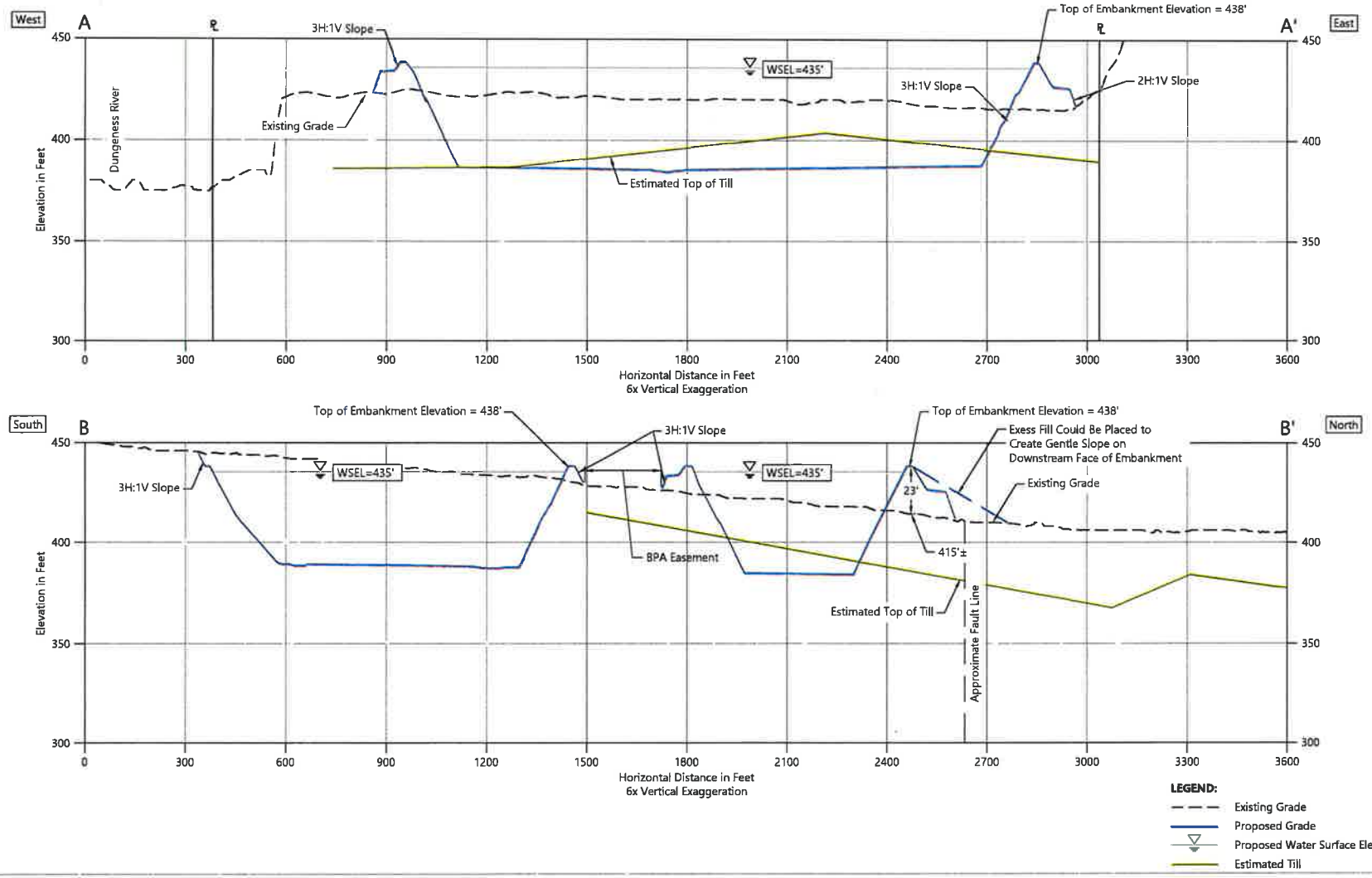
- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A / A' — Cross Section Location and Designation

Publish Date: 2023/08/09 7:57 AM | User: dnee
Filepath: K:\Projects\1475-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-016 Design Charrette-Option D.mxd Figure D-1

ANCHOR QEA

Figure D-1
Plan View: Option D
Dungeness Off-Channel Reservoir

DRAFT



Publish Date: 2023/06/09 8:01 AM | User: dnce
Filepath: K:\Projects\1429-Clallam County\Dungeness Off-Channel Reservoir\1439-WK-016 Design Charrette-OptionD.dwg Figure D-2

ANCHOR QEA

Figure D-2
Cross Sections: Option D
Dungeness Off-Channel Reservoir

Table 1A
Comparison of Optional Reservoir Configurations to Preliminary Design

Design Parameter	Reservoir Configuration				
	2022 Preliminary (30%) Design	Revised Configuration Option A	Revised Configuration Option B	Revised Configuration Option C	Revised Configuration Option D
Maximum Water Surface Elevation/Overflow Elevation (feet)	435.0	425.0	422.0	415.0	435.0
Top of Embankment Elevation (feet)	438.0	428.0	425.0	418.0	438.0
Average Reservoir Bottom Elevation (feet)[1]	388.0	388.0	388.0	384.2	386.0 (North Reservoir) 387.9 (South Reservoir)
Low-level Outlet Invert Elevation (feet)	384.6	384.6	384.6	381.5	383.5
Approximate Existing Ground Elevation at North Embankment (feet)[2]	408±	406±	405±	404±	415± (North Reservoir) 430± (South Reservoir)
Approximate Existing Ground Elevation at South Embankment (feet)[2]	423±	423±	423±	423±	425± (North Reservoir) 445± (South Reservoir)
Approximate Embankment Height at North End of Reservoir (feet)	30±	22±	20±	14±	23± (North Reservoir) 8± (South Reservoir)
Approximate Embankment Height at South End of Reservoir (feet)	15±	5±	2±	No Embankment	10± (North Reservoir) No Embankment (South Reservoir)
Maximum Depth of Water Above Ground at North End of Reservoir (feet)	27±	19±	17±	11±	20± (North Reservoir)
Maximum Depth of Water Above Ground at South End of Reservoir (feet)	12±	2±	-1±	-8±	-10± (South Reservoir)
Interior Embankment Slope (feet/feet)[3]	3H:1V	3H:1V	3H:1V	3H:1V	3H:1V
Exterior Embankment Slope (feet/feet)[3]	2.5H:1V	2.5H:1V	2.5H:1V	12H:1V (N) 8H:1V (E and W)	3H:1V
Estimated Storage Capacity (acre-feet)	1,591	1,595	1,544	1,591	1,420
Storage Volume Below Ground Elevation at North End of Reservoir (acre-feet)[4]	592	729	739	979	696
Storage Volume Above Ground Elevation at North End of Reservoir (acre-feet)[4]	999	866	805	612	724
Distance from Top of Embankment to North Property Boundary (feet)	1,574	1,362	1,320	1,115	2,285
Maximum Water Surface Area, Full Reservoir (acres)	41.6	49.0	50.5	57.8	41.8 (Both Reservoirs)
Surface Area, Bottom of Reservoir (acres)	26.6	35.8	38.0	45.9	18.6 (Both Reservoirs)
Estimated Area Required for Low Permeability Layer or Liner (acres)	42.4	50.1	51.5	59.8	44.0 (Both Reservoirs)
Estimated Area of Till Exposed by Excavation (acres)[5]	14.3	16.0	16.9	22.5	16.5 (Both Reservoirs)
Total Estimated Cut Required (CY)	1,243,501	1,590,557	1,681,850	2,603,569	1,745,452
Total Estimated Cut in Till Layer (CY)[5]	149,295	174,749	204,684	272,700	474,898
Total Estimated Fill Required (CY)	642,529	364,723	280,226	274,989	363,563
Total Estimated Excess Material to be Placed On-site or Hauled Away (CY)[6]	600,972	1,225,834	1,401,624	2,328,580	1,381,889
Opinion of Cost for All Key Elements of the Project (including HID Pipeline)[7]	**$38.8 million**	**$41.2 million**	**$42.4 million**	**$44.5 million**	**$43.6 million**
Other Potential Project Costs, for Design or Construction Work Not Included in Opinion of Costs Listed Above:[8]					
Costs Related to Seismic Reconnaissance Findings:					
Trenching to Confirm Sequim Fault Location and Characteristics[9]:	$500,000-$800,000	$500,000-$800,000	$500,000-$800,000	$500,000-$800,000	$300,000-$600,000
Seismic Displacement (Fault Rupture) Modeling and Analyses[10]:	$50,000-$100,000	$50,000-$100,000	$50,000-$100,000	$50,000-$100,000	$50,000-$100,000
Design of Reservoir Embankment to Accommodate Fault Rupture[11]:	$30,000-$50,000	$30,000-$50,000	$30,000-$50,000	$30,000-$50,000	$10,000-$20,000

Design Parameter	Reservoir Configuration				
	2022 Preliminary (30%) Design	Revised Configuration Option A	Revised Configuration Option B	Revised Configuration Option C	Revised Configuration Option D
Additional Consultation and Effort Needed to Meet Dam Safety Requirements[12]:	$40,000-$60,000	$40,000-$60,000	$40,000-$60,000	$40,000-$60,000	$20,000-$30,000
Costs Related to Shifting the Design Away from the Preliminary Design:					
Additional Consultation with BPA for Impacts to BPA Easement[13]:					$5,000-$10,000
Additional Borings, Test Pits, Revisions to Phase 2 Geotechnical Investigation[14]:					$50,000-$80,000
Reservoir Grading and Site Layout Re-design[15]:		$5,000-$10,000	$5,000-$10,000	$10,000-$20,000	$20,000-$40,000
Additional Wetland Survey and Permitting Effort[16]:					$5,000-$10,000
Costs Related to Other Elements the Dungeness Reservoir Work Group Has Requested that We Include in the Project:					
Detailed Design of Downstream Irrigation Pipelines[17]:	$450,000-$600,000	$450,000-$600,000	$450,000-$600,000	$450,000-$600,000	$450,000-$600,000
Detailed Design of Drought Relief Pump Station[18]:	$100,000-$150,000	$100,000-$150,000	$100,000-$150,000	$100,000-$150,000	$100,000-$150,000
Subtotal – Potential Design and Permitting Costs:	**$1,170,000-$1,760,000**	**$1,175,000-$1,770,000**	**$1,175,000-$1,770,000**	**$1,180,000-$1,780,000**	**$1,010,000-$1,640,000**
Costs Related to Seismic Reconnaissance Findings:					
Impact to Embankment Construction to Address Fault Rupture[19]:	$3,900,000-$7,800,000	$4,100,000-$8,200,000	$4,200,000-$8,400,000	$4,500,000-$9,000,000	$2,200,000-$4,400,000
Costs Related to Other Elements the Dungeness Reservoir Work Group Has Requested that We Include in the Project:					
Construction of Downstream Irrigation Pipelines, Not Included in Prior Costs[17]:	$4,500,000-$5,000,000	$4,500,000-$5,000,000	$4,500,000-$5,000,000	$3,700,000-$4,400,000	$3,700,000-$4,400,000
Construction of Drought Relief Pump Station, Not Included in Prior Costs[18]:	$850,000-$1,000,000	$850,000-$1,000,000	$850,000-$1,000,000	$850,000-$1,000,000	$850,000-$1,000,000
Other Costs:					
Inflation[20]:	$1,900,000-$3,900,000	$2,000,000-$4,100,000	$2,100,000-$4,200,000	$2,200,000-$4,400,000	$2,200,000-$4,400,000
Subtotal – Potential Construction Cost Impact:	**$11,150,000-$17,700,000**	**$11,450,000-$18,300,000**	**$11,650,000-$18,600,000**	**$11,250,000-$18,800,000**	**$8,950,000-$14,200,000**

Notes:

1. The reservoir bottom of each configuration is sloped. This represents the approximate average bottom elevation.
2. The ground elevation was estimated from LiDAR under the embankment near where the HID H-1 Lateral crosses the north and south embankments. The existing ground elevations vary around across the reservoir and embankment area.
3. The interior and exterior slopes shown may need to be increased to match the recommendations from the final geotechnical engineering reports.
4. The volumes of storage above and below the ground elevation at the north end of the reservoir were estimated based on the elevation listed as the "Approximate Existing Ground Elevation at North Embankment."
5. The area and volume of till that would be disturbed or removed by the excavation was based on a comparison of the bottom of the reservoir with an assumed till layer that is only based on data from the Phase 1 borings. A refined till surface layer is being developed and will be used at 60% design to refine these numbers.
6. The total estimated excess material represents the difference between the total estimated cut or excavation required and the total estimated fill required. The opinion of probable costs assumes that the excess material will be excavated, placed, and compacted somewhere on site. The exact method for handling excess material (placement on-site, hauling away, or marketing to someone else for processing) will need to be addressed as the design progresses.
7. All costs are based on the unit costs developed for the opinion of probable cost that was submitted with the preliminary design in February 2022. Unit costs reflect our understanding of what materials and labor costs where at that time and are only provided for comparison. Costs have not been inflated to reflect current (August 2023) materials and labor costs. Costs will be updated as the design progresses to reflect materials and labor costs at the time of each deliverable. Costs include an allowance for items not yet identified, a 15% contingency, sales tax (8.5%), and an allowance for construction management (8% of the total estimated construction cost).
8. Other potential project costs include additional field work, design, permitting, and construction-related work for items that are not currently included in the opinion of probable costs, but will likely be required, for key elements included in the project. These represent work or impacts that could be incurred by the project to address recent comments received from the Dungeness Reservoir Work Group or in response to the results of the recently complete seismic reconnaissance effort. These costs have not been evaluated in detail yet, but order of magnitude cost ranges have been provided to help Clallam County compare the potential reservoir configurations.
9. If the reservoir embankment is constructed across the location of the fault zone identified by the recently completed seismic reconnaissance (preliminary design and Revised Configurations A, B, and C), seismic trenching will likely be required to confirm the location of the faults and fault zone on the site and better understand the characteristics of the faults and fault zone. If the reservoir embankment is shifted to the south (Option D), assessment of the fault system will likely still be required, though may be reduced in scope. This line item provides an order-of-magnitude range for the cost of seismic trenching and other field work and reporting that may be required for each case. These costs have not been developed in detail yet through consultation with an excavation contractor. Input from Ecology's Dam Safety Office and additional effort will be needed to estimate these costs.
10. Additional analyses would be required, beyond the effort currently reflected in Anchor QEA's approved scope of work, to determine the vertical and horizontal displacement due to fault rupture, and the corresponding impact to the reservoir embankment. If the reservoir is shifted to the south (Option D), evaluations of potential displacements due to nearby fault rupture, and the impact on the dam embankment will likely still be required.
11. Additional design work would be required to develop an embankment zoning design to accommodate the calculated vertical and horizontal displacement due to fault rupture or nearby fault rupture.
12. This item represents additional effort that may be required, beyond the effort currently reflected in Anchor QEA's approved scope of work, to consult with Ecology's Dam Safety Office regarding the identified fault zone and corresponding evaluations.
13. This item represents additional effort that may be required to consult with Bonneville Power Administration (BPA) regarding reservoir-related work within their easement. Option D, which shifts the reservoir to the south, may result in additional impacts to BPA's easement across the reservoir site and will likely require additional consultation to understand their requirements and confirm that the reservoir can be constructed around their infrastructure.
14. The Phase 2 geotechnical investigation includes additional borings and test pits that have not yet been completed due to delays in getting an updated land use license from the Washington Department of Natural Resources. If the reservoir is shifted to the south (Option D), the Phase 2 geotechnical investigation would need to be revised to reflect the revised footprint of the project. This item reflects the likely change in cost in the Phase 2 geotechnical investigation, as additional borings and test pits would be needed to characterize subsurface conditions within the new project footprint.
15. The scope of work approved for the Phase 2 design effort assumed that the detailed design would build off of the preliminary design and that the reservoir footprint and configuration would be generally the same as what is shown in the preliminary design documents. Additional costs have already been incurred to evaluate alternative reservoir configurations shown in the figures presented with this table. This item does not include costs already incurred to evaluate alternative reservoir configurations or participate in multiple discussions related to identification of the faults and preliminary assessment of reservoir alternatives, but reflects costs that would be incurred moving forward to bring the design of the selected reservoir configuration up to the same level of detail as the preliminary design and get the drawings ready for permitting.

16. A wetland survey was completed at the site in 2021, but that survey did not extend throughout the south end of the site (south of the BPA easement). In addition, if the reservoir is shifted to the south (Option D) there will likely be impacts to the wetland that was identified at the site. Some additional costs would be incurred to perform the additional wetland survey and identify mitigation for impacts to the small wetland on site.
17. The Dungeness Water Users Association has indicated that they would like the design and construction of irrigation pipelines downstream of the reservoir to be completed as part of the reservoir project and accounted for within the reservoir project costs. The costs allocated for design and construction of these pipelines reflect costs that were originally developed in June 2021, when the preliminary design of the pipelines was developed by Anchor QEA under a separate agreement with Clallam Conservation District. The detailed design of these pipelines is not included in Anchor QEA's Phase 2 scope of work for the detailed design of the reservoir and related facilities. The construction of some of the pipelines, immediately downstream of the reservoir, was included in the opinion of costs for Options C and D because they would be required to lower the bottom elevation of the reservoir. The cost of the additional downstream irrigation pipelines are included in the additional items referenced by this note.
18. The Dungeness Water Users Association have also expressed interest in including a pump station and related facilities that would supply water from the reservoir to the Highland Irrigation District Canal so that the portions of the HID delivery system that are not downstream of the reservoir can be served with reservoir water, when desired. Anchor QEA's Phase 2 scope of work includes a high-level feasibility evaluation of these facilities, but does not include detailed design of the facilities. The costs indicated are rough estimates of what it would take to design and build these facilities. Refined opinions of cost are being completed as part of the high-level feasibility evaluation of the drought pumping facilities.
19. Additional construction costs would result from modifications to the embankment design that would be needed to accommodate fault rupture if the reservoir embankment is constructed across the location of the fault zone identified by the recently completed seismic reconnaissance (preliminary design and Revised Configurations A, B, and C). If the reservoir embankment is shifted to the south (Option D), additional construction costs for embankment design to accommodate nearby fault rupture, would be less than the other configurations. For example, the thickness of the core and filter materials in the embankment may need to be increased to accommodate horizontal displacement that may occur, and freeboard may need to be increased to accommodate vertical displacement that may occur. The cost of these additional materials will need to be evaluated in more detail as the design is revised based on the additional analyses noted above. This item includes an allowance of 10%-20% of the opinion of probable cost for the additional cost of materials that may need to be processed and placed to accommodate fault rupture (preliminary design and Revised Configurations A, B, and C) and 5%-10% of the opinion of probable cost for Option D.
20. As noted above, all costs are based on the unit costs developed for the opinion of probable cost that was submitted with the preliminary design in February 2022. Inflation has drive construction labor and materials costs up since February 2022. The Engineering News Record (ENR) Construction Cost Index, for example, has increased more than 5% since February 2022. An inflation item was included as a potential additional construction cost to account for the likely increase in the cost of construction from February 2022 to the time the project is constructed. An allowance of 5% to 10% of the opinion of probable construction cost was included as the item referred to be this note.

Table 18
Comparison of Optional Reservoir Configurations to Preliminary Design

Key Design Consideration	Reservoir Configuration				
	2022 Preliminary (30%) Design	Revised Configuration Option A	Revised Configuration Option B	Revised Configuration Option C	Revised Configuration Option D
Reservoir Operation	• Would fill and release water by gravity.	• Would fill and release water by gravity.	• Would fill and release water by gravity.	• Would fill and release water by gravity. • Would require construction of a lower outlet pipeline and irrigation pipelines extending north of the reservoir property to release water by gravity.	• Would fill and release water by gravity. • Would require construction of a lower outlet pipeline and irrigation pipelines extending north of the reservoir property to release water by gravity.
Reservoir Safety	• Would be designed to meet the most stringent Dam Safety Office guidelines and requirements. • Safety features include controlled reservoir inflow and releases, emergency spillway designed for 1 in 1,000,000-year storm, embankment designed for extreme seismic event, seepage control measures, and operation that will limit time reservoir is full. • Embankment design would need to be refined to be stable with potential fault activity on the site through the reservoir footprint.	• Would be designed to meet the most stringent Dam Safety Office guidelines and requirements. • Safety features include controlled reservoir inflow and releases, emergency spillway designed for 1 in 1,000,000-year storm, embankment designed for extreme seismic event, seepage control measures, and operation that will limit time reservoir is full. • Embankment design would need to be refined to be stable with potential fault activity on the site through the reservoir footprint.	• Would be designed to meet the most stringent Dam Safety Office guidelines and requirements. • Safety features include controlled reservoir inflow and releases, emergency spillway designed for 1 in 1,000,000-year storm, embankment designed for extreme seismic event, seepage control measures, and operation that will limit time reservoir is full. • Embankment design would need to be refined to be stable with potential fault activity on the site through the reservoir footprint.	• Would be designed to meet the most stringent Dam Safety Office guidelines and requirements. • Safety features include controlled reservoir inflow and releases, emergency spillway designed for 1 in 1,000,000-year storm, embankment designed for extreme seismic event, seepage control measures, and operation that will limit time reservoir is full. • Embankment design would need to be refined to be stable with potential fault activity on the site through the reservoir footprint.	• Would be designed to meet the most stringent Dam Safety Office guidelines and requirements. • Safety features include controlled reservoir inflow and releases, emergency spillway designed for 1 in 1,000,000-year storm, embankment designed for extreme seismic event, seepage control measures, and operation that will limit time reservoir is full. • Shifted south to avoid overlap with anticipated fault zone. • Would still need to be designed to accommodate fault activity on the site.
Site Constraints	• Private properties (north) • River Road (east) • BPA easement, wetland (south) • Shoreline buffer, bluff (west)	• Private properties (north) • River Road (east) • BPA easement, wetland (south) • Shoreline buffer, bluff (west)	• Private properties (north) • River Road (east) • BPA easement, wetland (south) • Shoreline buffer, bluff (west)	• Private properties (north) • River Road (east) • BPA easement, wetland (south) • Shoreline buffer, bluff (west)	• Private properties (north) • River Road (east, south) • BPA Easement - Reservoir designed on both sides of BPA easement. • Wetland - Will be impacted. • Shoreline buffer, bluff (west, south)
Reservoir Footprint and Impact on Site	• Smallest footprint • Least impact on site • Higher, more visible embankment	• Increased footprint from preliminary design • Slightly more impact on site • Lower, less visible embankment	• Increased footprint from preliminary design • Slightly more impact on site • Lower, less visible embankment	• Increased footprint from preliminary design • Slightly more impact on site • Lowest, least visible embankment	• Small footprint • Impact right up to BPA easement • Impact to small wetland • Lower, less visible embankment, especially for south reservoir
Distance from North Property Boundary	• 1,574 feet	• 1,362 feet • North embankment shifted closer to north property boundary from the preliminary design.	• 1,320 feet • North embankment shifted closer to north property boundary from the preliminary design.	• 1,115 feet • North embankment shifted closer to north property boundary from the preliminary design.	• 2,285 feet • Entire reservoir shifted south to avoid overlap with anticipated fault zone.
Reservoir Storage Capacity	• 1,591 acre-feet	• 1,595 acre-feet	• 1,544 acre-feet	• 1,591 acre-feet	• 1,420 acre-feet
Flow Restoration Benefit	• Up to 25 cfs for 32.1 days	• Up to 25 cfs for 32.2 days	• Up to 25 cfs for 31.1 days	• Up to 25 cfs for 32.1 days	• Up to 25 cfs for 38.6 days

Key Design Consideration	Reservoir Configuration				
	2022 Preliminary (20%) Design	Revised Configuration Option A	Revised Configuration Option B	Revised Configuration Option C	Revised Configuration Option D
Materials and Construction	• Smallest excavation volume required. • Largest fill volume required. • Lowest anticipated till volume generated by excavation. • Most efficient design, would require least earthwork effort and cost.	• Larger excavation volume required. • Smaller fill volume required. • Larger anticipated till volume generated by excavation. • Less efficient design, would require more earthwork effort and cost.	• Larger excavation volume required. • Smaller fill volume required. • Larger anticipated till volume generated by excavation. • Less efficient design, would require more earthwork effort and cost.	• Largest excavation volume required. • Smallest fill volume required. • Larger anticipated till volume generated by excavation. • Least efficient design, would require most earthwork effort and cost.	• Larger excavation volume required. • Fill volume required comparable to Option B. • Largest anticipated till volume generated by excavation. • Less efficient design, would require more earthwork effort and cost
Cost	• Lowest Cost • Cost would increase to design, analyze, and construct embankment overlapping with fault zone. • Cost would increase for coordination with BPA, revisions to geotechnical exploration plan to cover new areas, re-design of reservoir, and mitigating for impacts to wetland. • Additional cost included for design and construction of downstream irrigation pipelines and drought pumping station.	• 4th Highest Cost • Cost would increase to design, analyze, and construct embankment overlapping with fault zone. • Cost would increase for coordination with BPA, revisions to geotechnical exploration plan to cover new areas, re-design of reservoir, and mitigating for impacts to wetland. • Additional cost included for design and construction of downstream irrigation pipelines and drought pumping station.	• 3rd Highest Cost • Cost would increase to design, analyze, and construct embankment overlapping with fault zone. • Cost would increase for coordination with BPA, revisions to geotechnical exploration plan to cover new areas, re-design of reservoir, and mitigating for impacts to wetland. • Additional cost included for design and construction of downstream irrigation pipelines and drought pumping station.	• Highest Cost • Cost would increase to design, analyze, and construct embankment overlapping with fault zone. • Cost would increase for coordination with BPA, revisions to geotechnical exploration plan to cover new areas, re-design of reservoir, and mitigating for impacts to wetland. • Additional cost included for design and construction of downstream irrigation pipelines and drought pumping station.	• 2nd Highest Cost • There would be a more modest increase in cost to design, analyze, and construct embankment in proximity to fault zone. • Cost would increase for coordination with BPA, revisions to geotechnical exploration plan to cover new areas, re-design of reservoir, and mitigating for impacts to wetland. • Additional cost included for design and construction of downstream irrigation pipelines and drought pumping station.

Document was submitted after the agenda and packet were posted on 8/14/23 Item 24

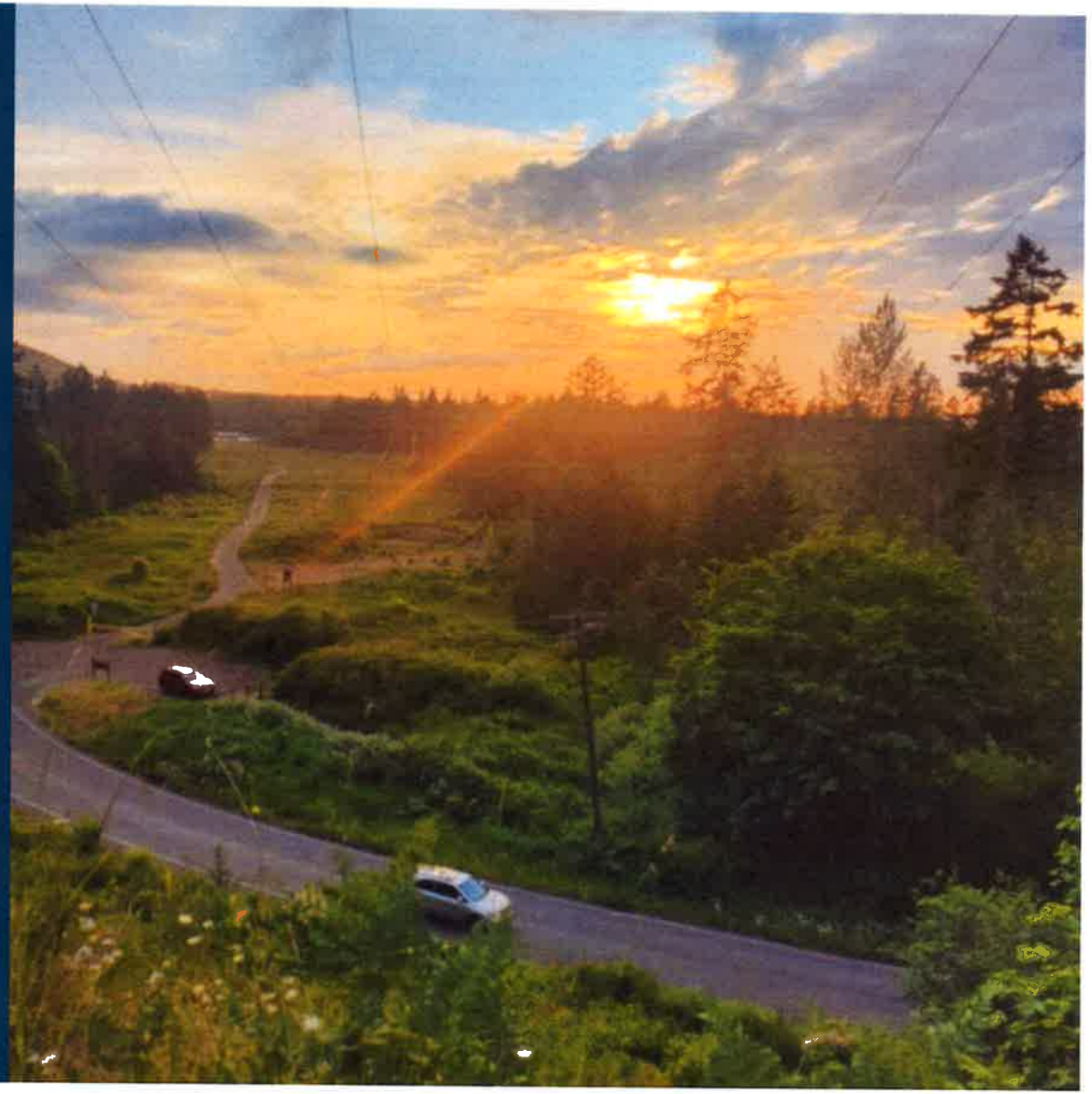
Dungeness Reservoir Progress Update to Clallam County Board of Commissioners

Presented by:

David Rice, PE – Anchor QEA

August 14, 2023

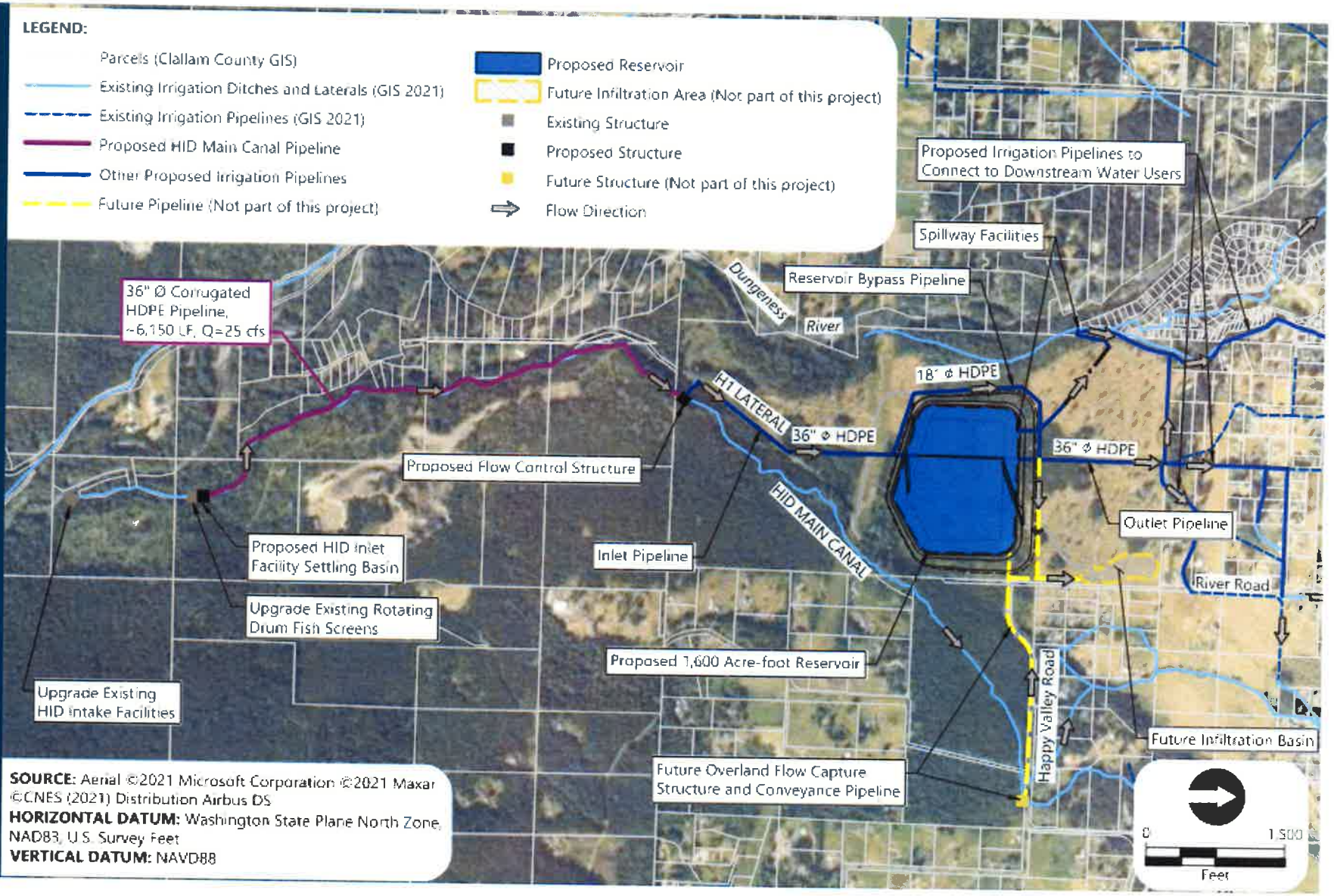
ANCHOR QEA

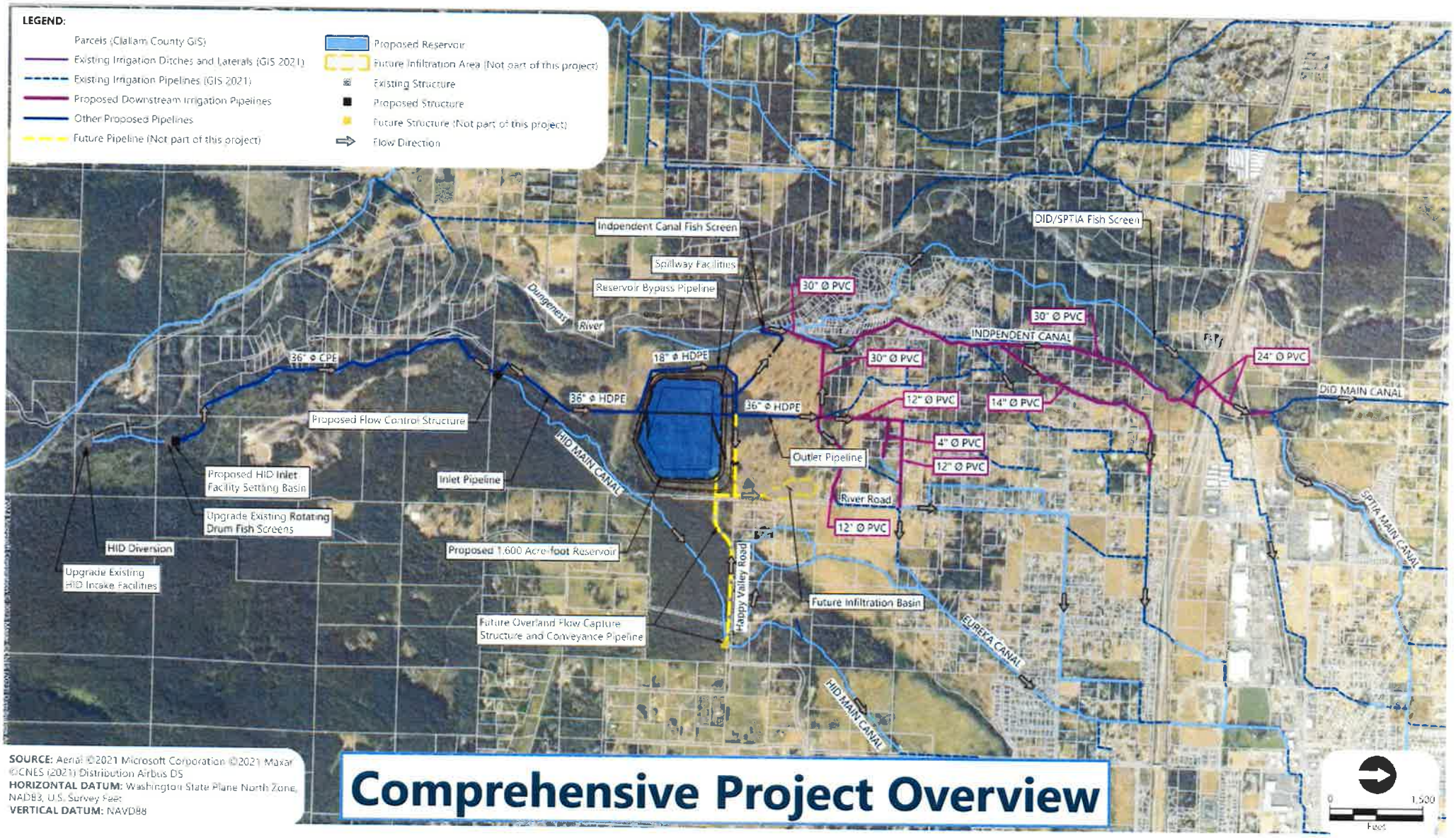


Overview of Presentation

- Summary of outreach and coordination since preliminary design
- Summary of field work completed since preliminary design
- Summary of additional reservoir configurations evaluated
- Recommended next steps

Overview - Key Project Elements





SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

Comprehensive Project Overview

Why This Reservoir Location?

- Ability to fill and release water from reservoir by gravity
- Location within watershed, upslope of most of the irrigation demand on east side of Dungeness River
- Proximity to existing irrigation infrastructure
- Large site with areas cleared by relatively recent timber harvest
- Anticipated availability of suitable on-site earthen materials for embankment construction
- Access to glacial till layer for use as liner, embankment core material

Summary of Work Completed

Public Outreach, Coordination with Dungeness Reservoir Work Group

Public Comment and Response

- Public Meeting held December 6, 2023
- Additional comments provided via web site, email, phone calls to County Project Manager
- Comments reviewed and discussed with consultant team
- Frequently Asked Questions (FAQ) document prepared to address key questions and provide additional information to public
- FAQ document is available via project web site
- Request that reservoir height and volume of water stored above-ground be reviewed and reduced, if possible

Coordination with Dungeness Reservoir Work Group

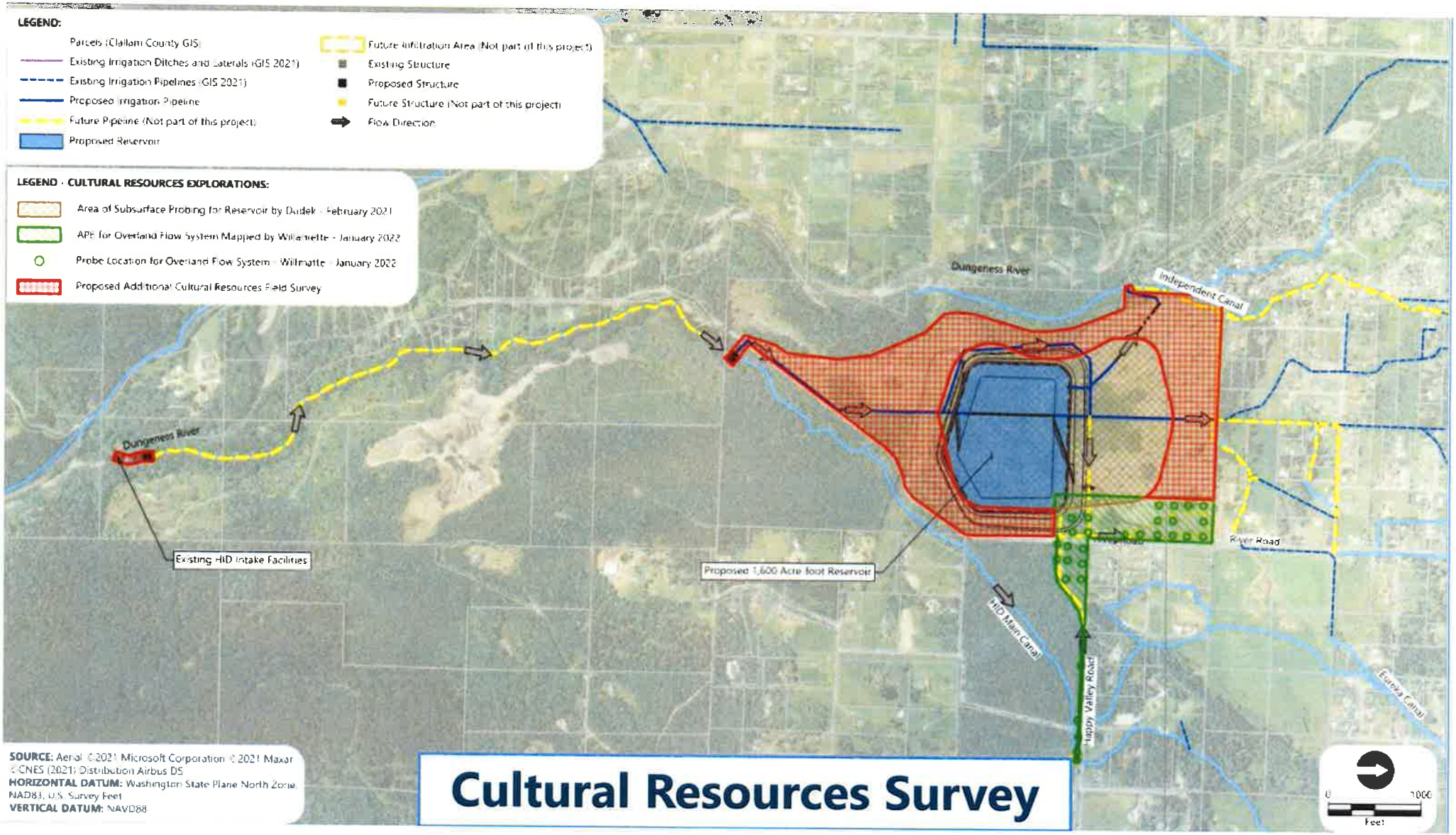
- Engaged in additional meetings with members of the Dungeness River Work Group based on specific topics of concern:
  - Fish passage, HID intake/screening facility modifications, flow benefit
    - WDFW, Jamestown S'Klallam Tribe
  - Water rights, water balance
    - Dungeness Water Users Association, Clallam Conservation District
- Monthly meetings with Dungeness River Work Group
- Response to Dungeness River Work Group comments
  - Key members have provided comment letters
  - Comments have been entered into a tracking table and responses have been provided by the County and their consultant team

Summary of Work Completed

Field Investigations

Additional Field Work Completed

- Supplemental topographic survey
- Cultural resources
- Utility location in River Road with City of Sequim
- Geotechnical
  - Geophysical survey
  - Borings on HID Canal near intake facilities and at location of flow control structure
  - Seismic reconnaissance


LEGEND:
Parcels (Clallam County GIS)
Existing Irrigation Ditches and Laterals (GIS 2021)
Existing Irrigation Pipelines (GIS 2021)
Proposed Irrigation Pipeline
Future Pipeline (Not part of this project)
Proposed Reservoir
Future Infiltration Area (Not part of this project)
Existing Structure
Proposed Structure
Future Structure (Not part of this project)
Flow Direction
LEGEND - CULTURAL RESOURCES EXPLORATIONS:
Area of Subsurface Probing for Reservoir by Dudek - February 2021
APE for Overland Flow System Mapped by Willamette - January 2022
Probe Location for Overland Flow System - Willmatte - January 2022
Proposed Additional Cultural Resources Field Survey
Dungeness River
Independent Canal
Dungeness River
Existing HID Intake Facilities
Proposed 1,600 Acre-foot Reservoir
River Road
HID Main Canal
Happy Valley Road
Eureka Canal
SOURCE: Aerial © 2021 Microsoft Corporation © 2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88
Cultural Resources Survey
0
1000
Feet

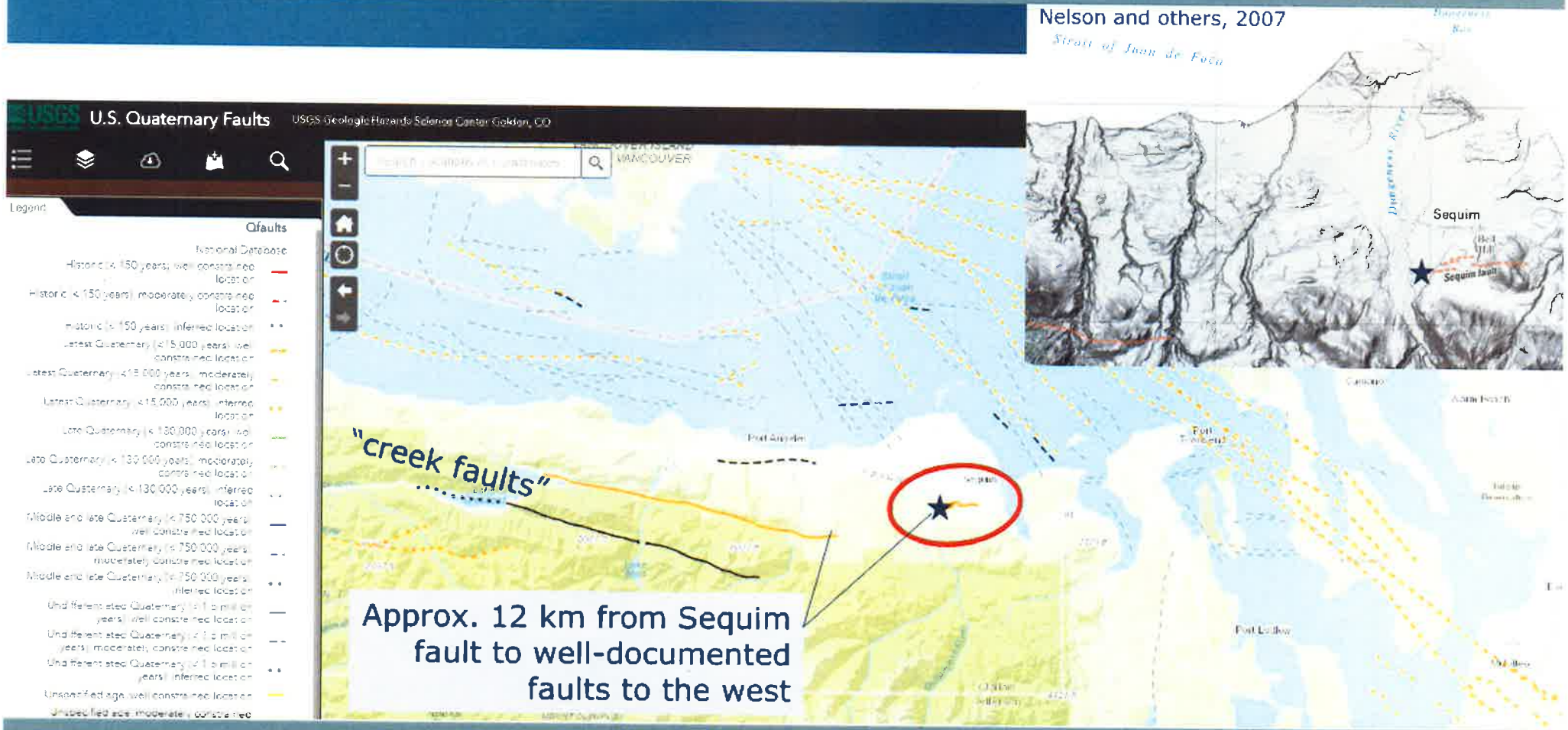
Geophysical Survey

- Measure shear wave velocity vs. depth along survey lines
- Better understand sub-surface soil conditions
- Better estimate depth to glacial till layer



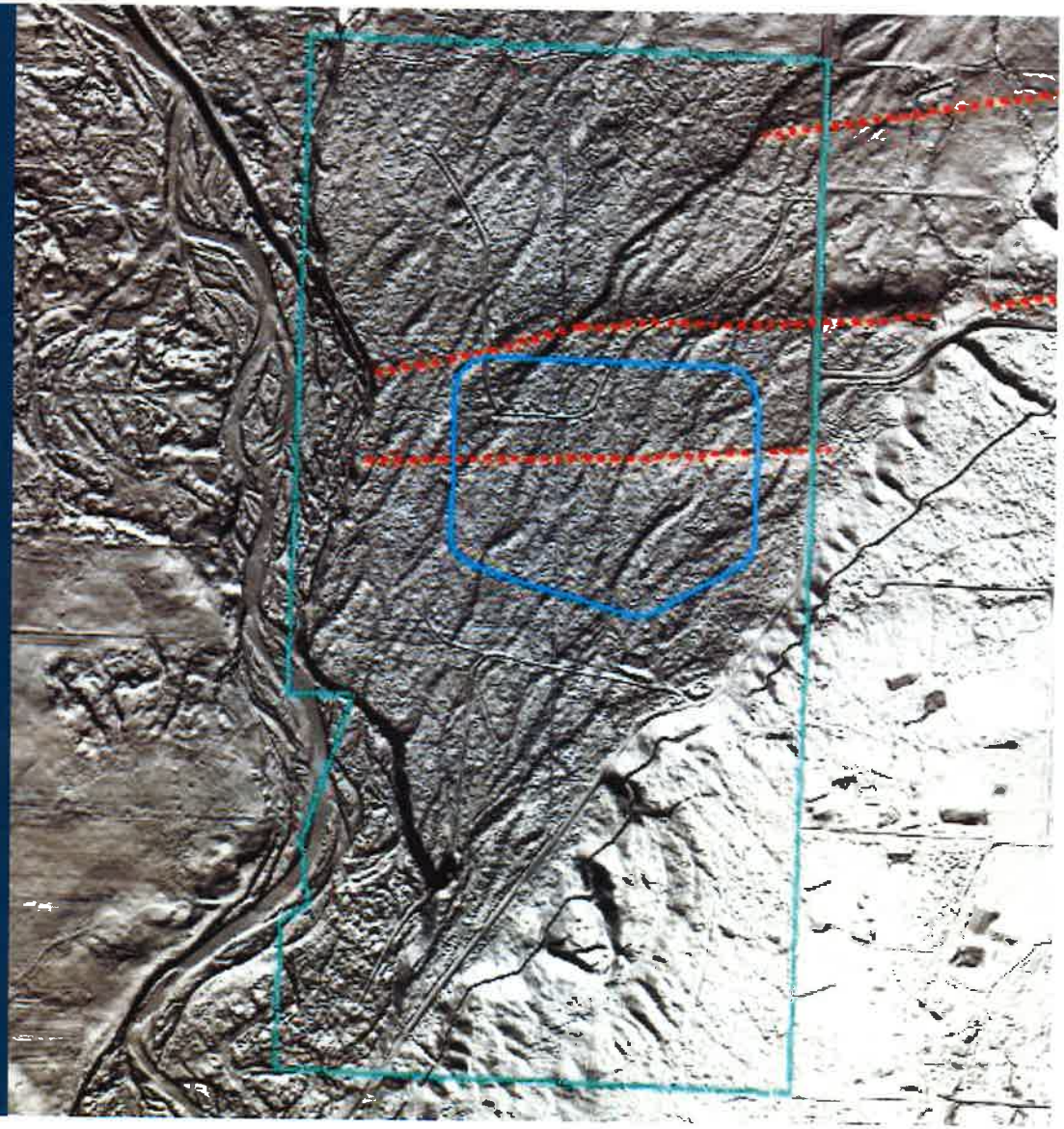
Seismic Review – Prior to Preliminary Design

- 2007 USGS Study
  - Fault line mapped at site, referred to as "Sequim Fault"
  - Study did not provide explanation or basis for mapping
- 2020 PanGEO Report
  - County contracted with PanGEO to complete feasibility review
  - Review of available geologic information
  - Site review with geologists from USGS
  - Initial geologic map and LiDAR topographic data review
  - Found no explanation of mapping of "Sequim Fault"
  - Found "no identifiable evidence of faulting in the project area"
  - Recommended review of excavations for any "soil anomalies"


Nelson and others, 2007
Sequim
Sequim fault
U.S. Quaternary Faults
USGS Geologic Hazards Science Center Golden, CO
Legend
Qfaults
National Database
"creek faults"
Approx. 12 km from Sequim fault to well-documented faults to the west

2023 Review by Shannon & Wilson

- Desktop review, including analysis and interpretation of LiDAR topographic data for potential surface deformation
- Site review
- Identified subtle linear topographic features (lineaments) that suggest presence of faults

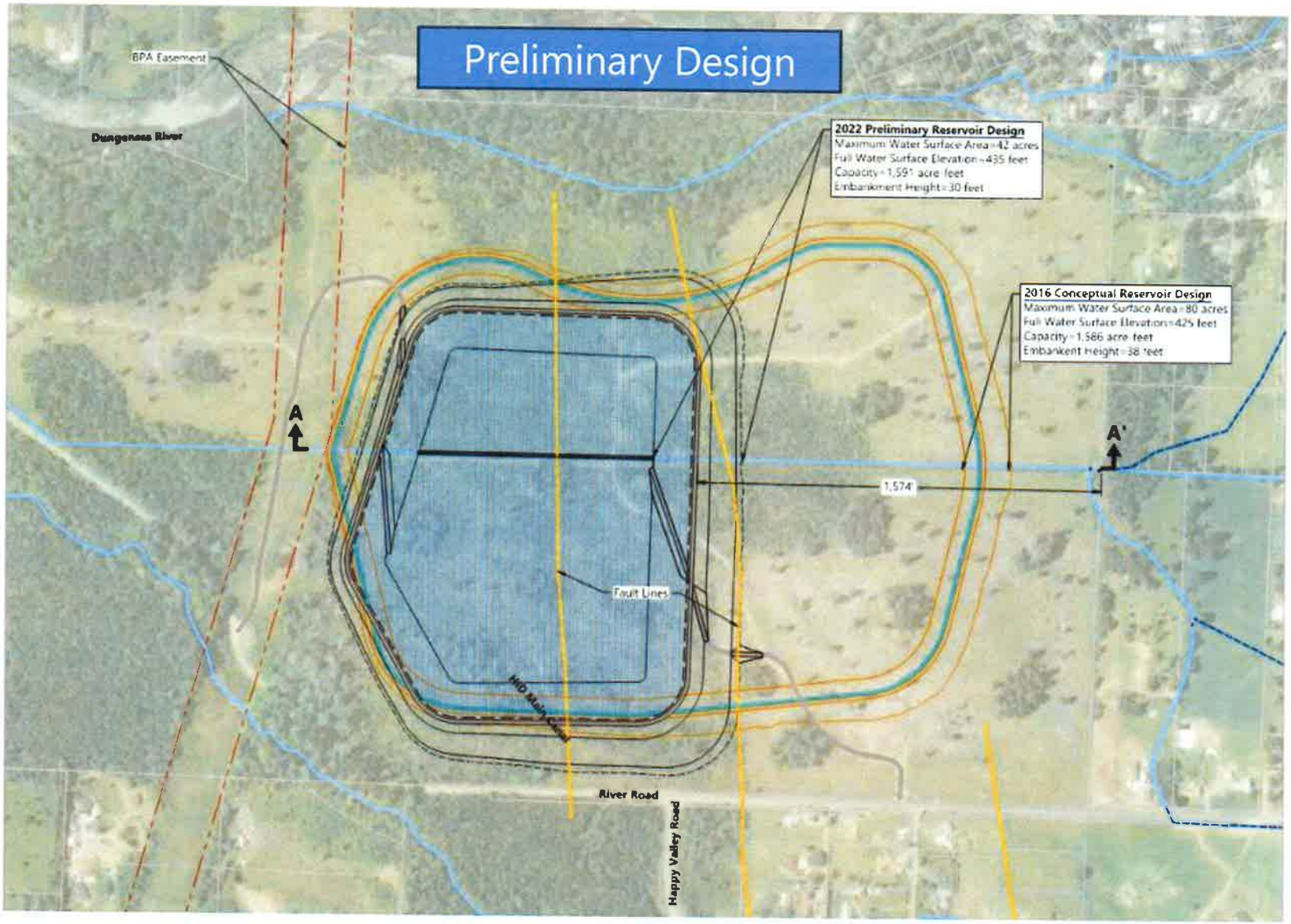


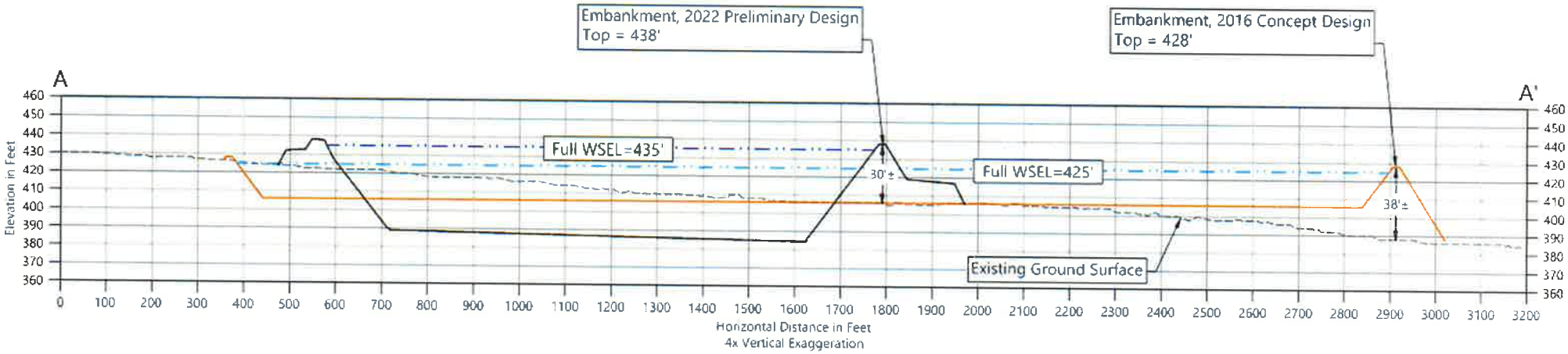
Summary of Design Analysis

Additional Reservoir Configurations

Seismic Review – Prior to Preliminary Design

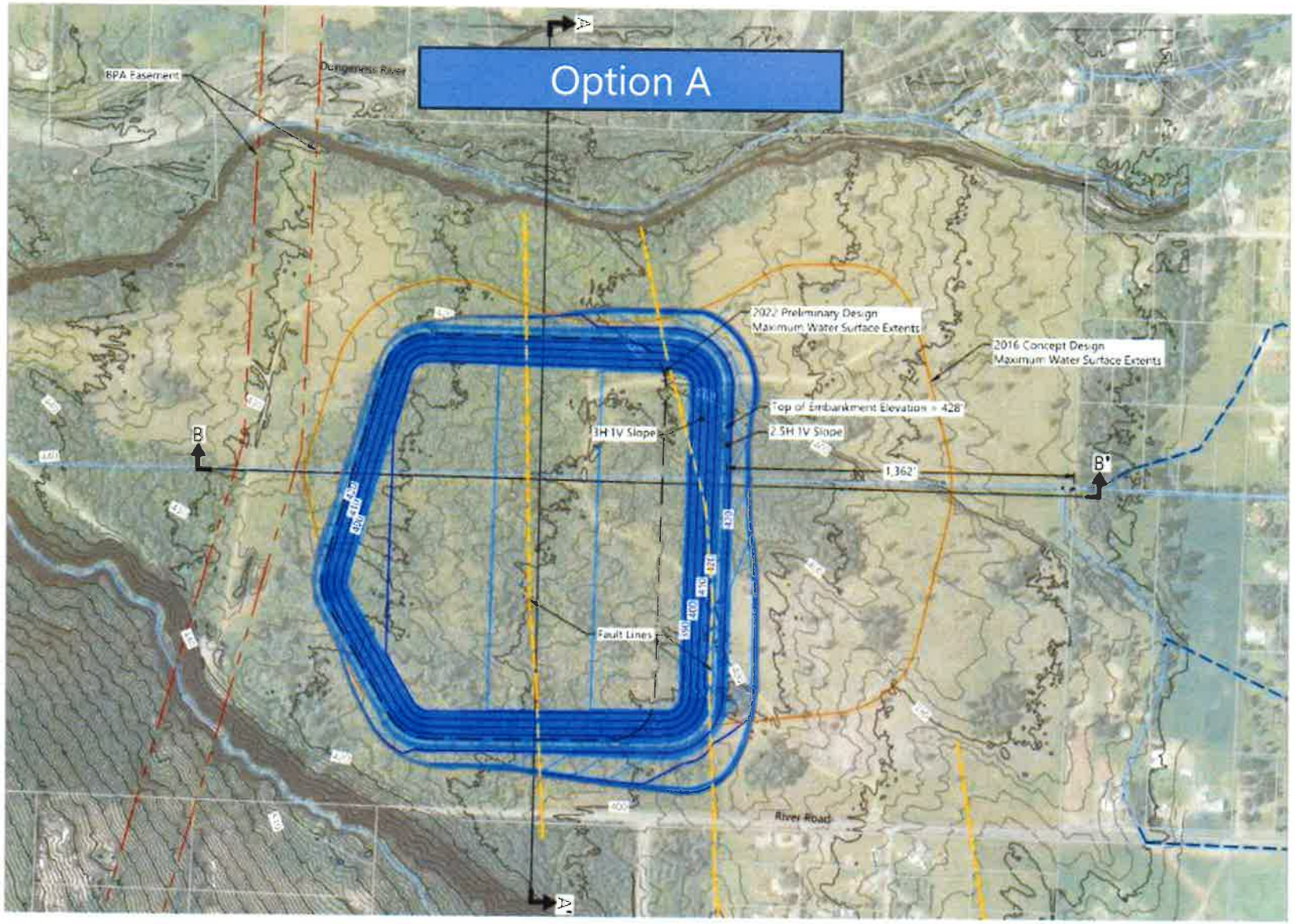
- Preliminary Design
- Options A - C
  - Designed to be responsive to public comment about height of embankment and volume of water stored above-ground
- Option D
  - Completed after seismic reconnaissance to look at potential for shifting reservoir south to avoid overlap with fault zone mapped by Shannon & Wilson
  - Also designed to be responsive to public comment about height of embankment and volume of water stored above-ground
  - Configured to minimize impact on BPA easement


Preliminary Design
BPA Easement
Dungeness River
2022 Preliminary Reservoir Design
Maximum Water Surface Area=42 acres
Full Water Surface Elevation=435 feet
Capacity=1,591 acre feet
Embankment Height=30 feet
2016 Conceptual Reservoir Design
Maximum Water Surface Area=80 acres
Full Water Surface Elevation=425 feet
Capacity=1,586 acre feet
Embankment Height=38 feet
A
A'
1,574'
Fault Lines
River Road
Happy Valley Road
SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, US Survey Feet
VERTICAL DATUM: NAVD88
LEGEND:
Parcels (Clallam County GIS)
Existing Irrigation Ditches and Laterals (GIS 2014)
Existing Irrigation Pipelines (GIS 2014)
Existing BPA Easement
Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
Cross Section Location and Designation
0
400
Feet



Preliminary Design Compared to 2016 Concept Design

ANCHOR QEA

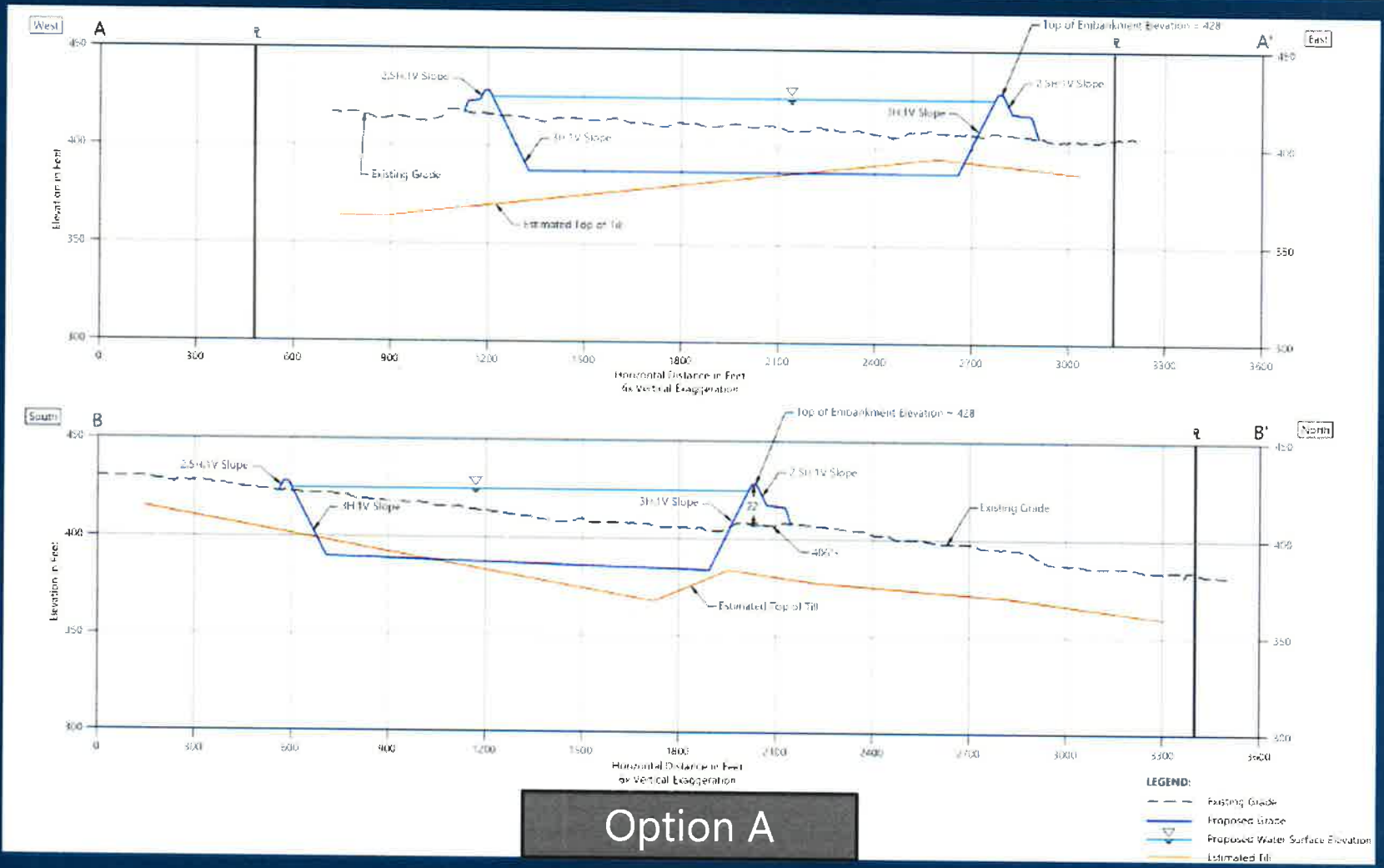


SOURCE: Aerial © 2021 Microsoft Corporation © 2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

LEGEND:

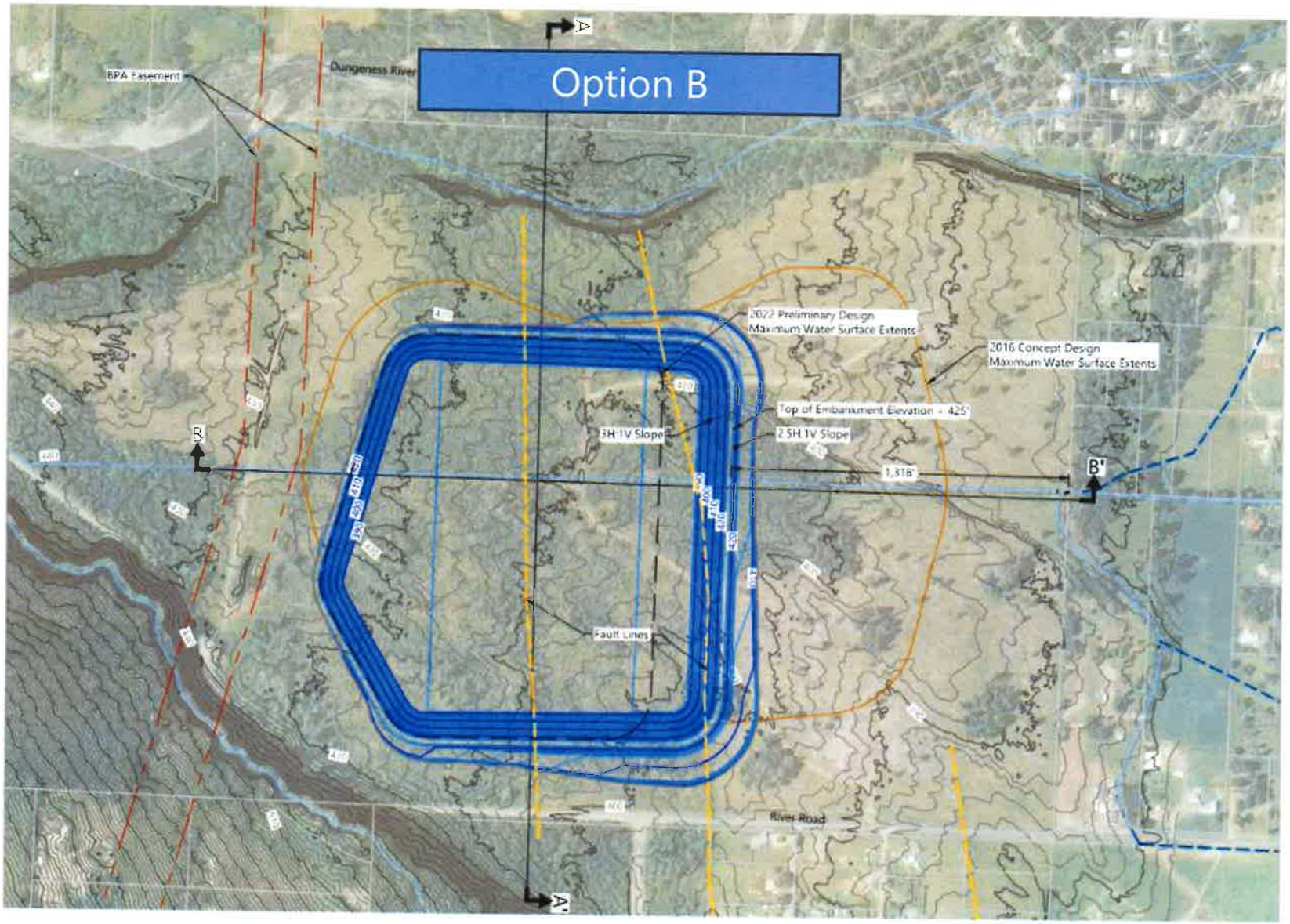
- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' intervals)
- Proposed Contours (2' & 10' intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A — Cross Section Location and Designation

0 400
Feet



Option A

ANCHOR QEA

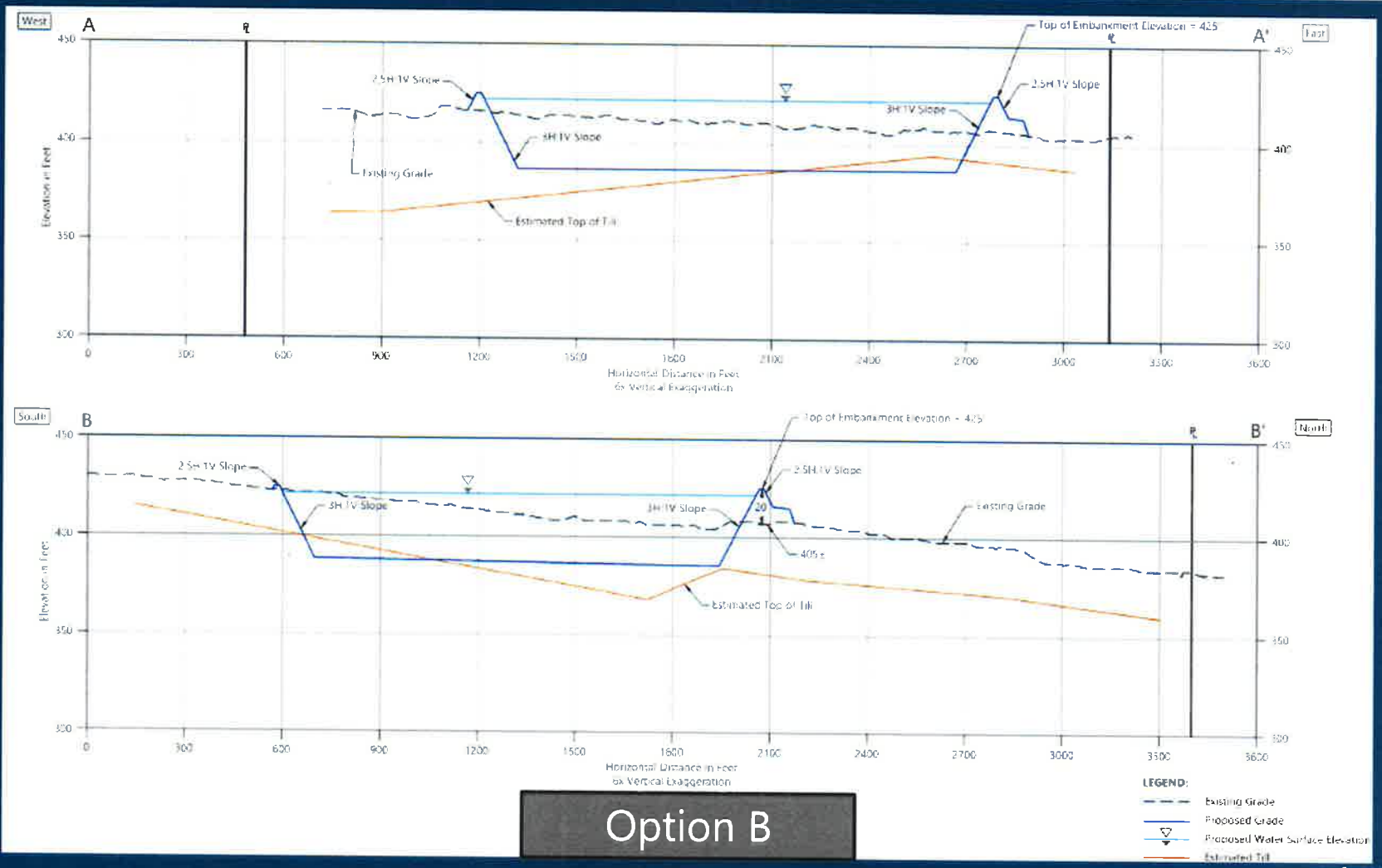


SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

LEGEND:

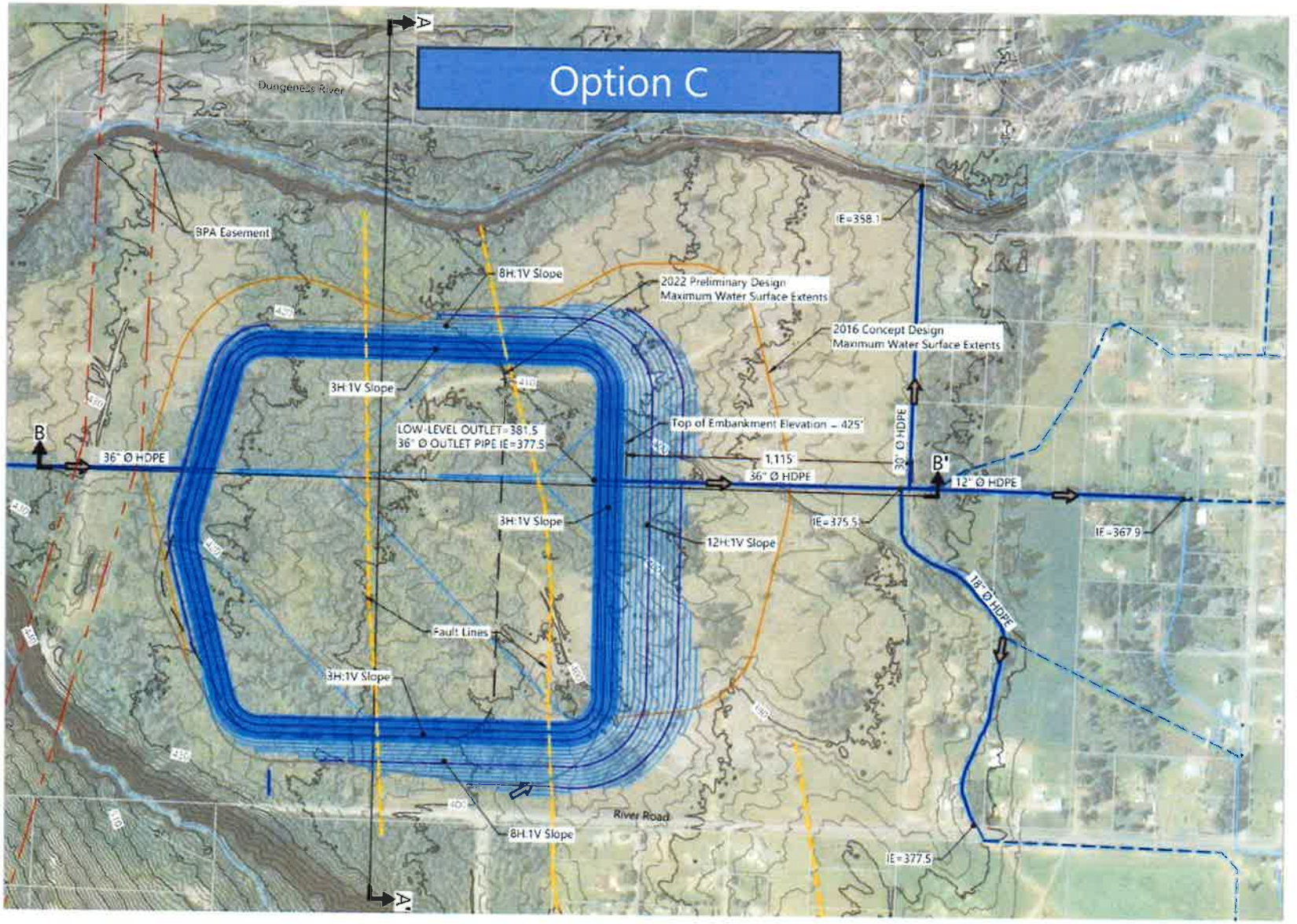
- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A — Cross Section Location and Designation

0 400
Feet



Option B

ANCHOR QEA

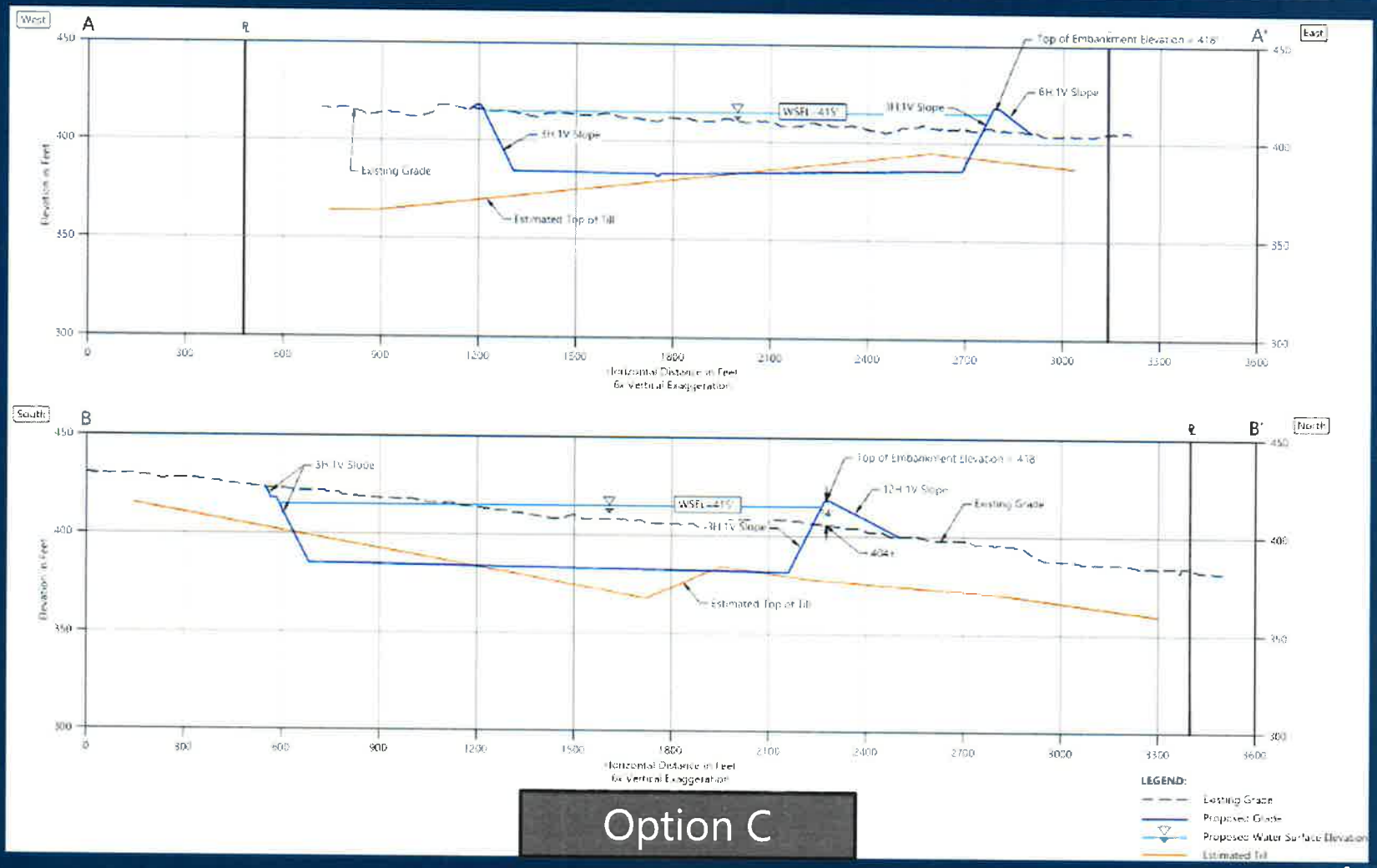


SOURCE: Aerial ©2021 Microsoft Corporation ©2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

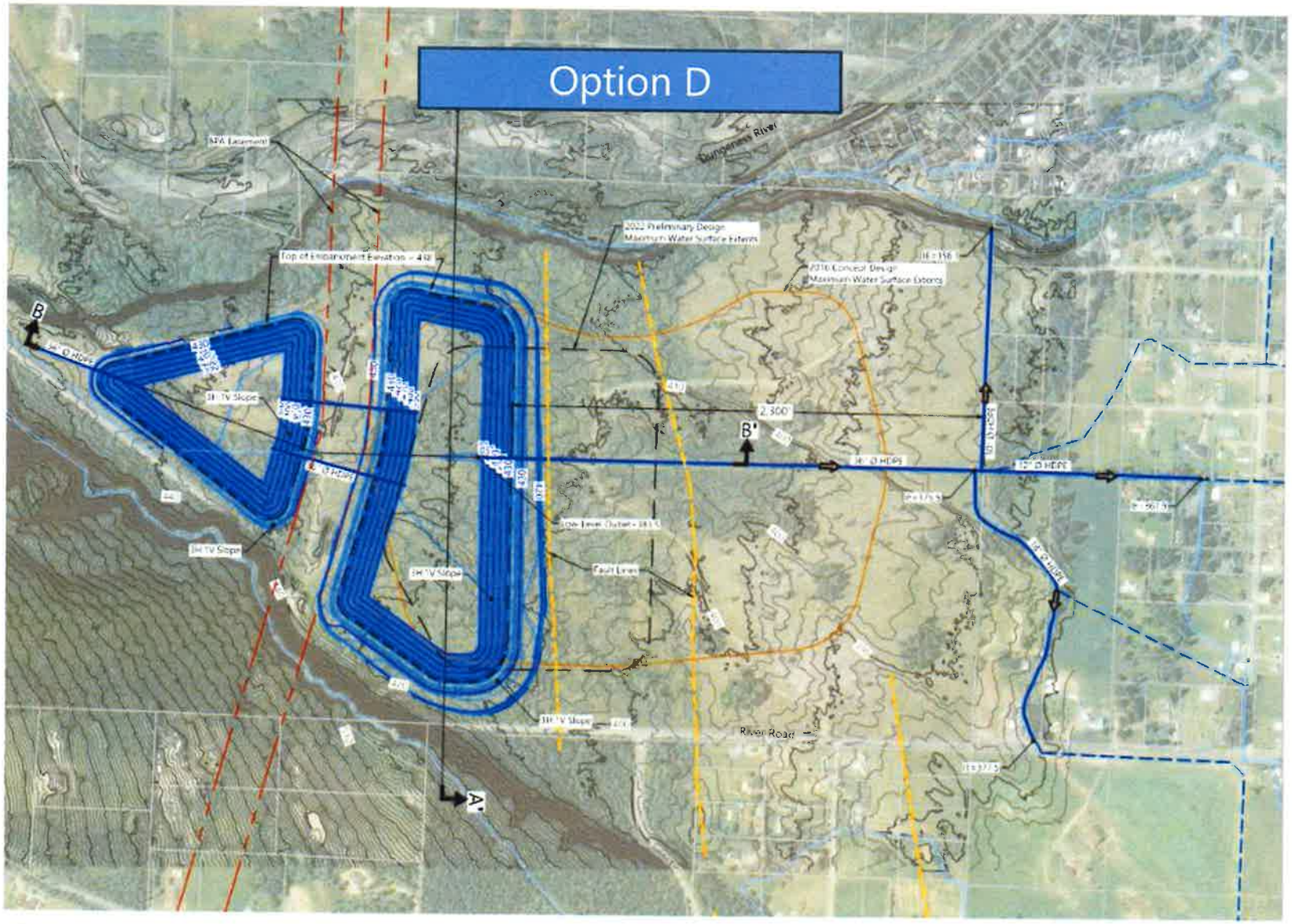
LEGEND:

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A — Cross Section Location and Designation

0 400
Feet


West
A
A'
East
Top of Embankment Elevation = 418'
WSEL = 415'
3H:1V Slope
6H:1V Slope
Existing Grade
Estimated Top of Till
Elevation in Feet
Horizontal Distance in Feet
6x Vertical Exaggeration
South
B
B'
North
3H:1V Slope
12H:1V Slope
LEGEND:
Existing Grade
Proposed Grade
Proposed Water Surface Elevation
Estimated Till

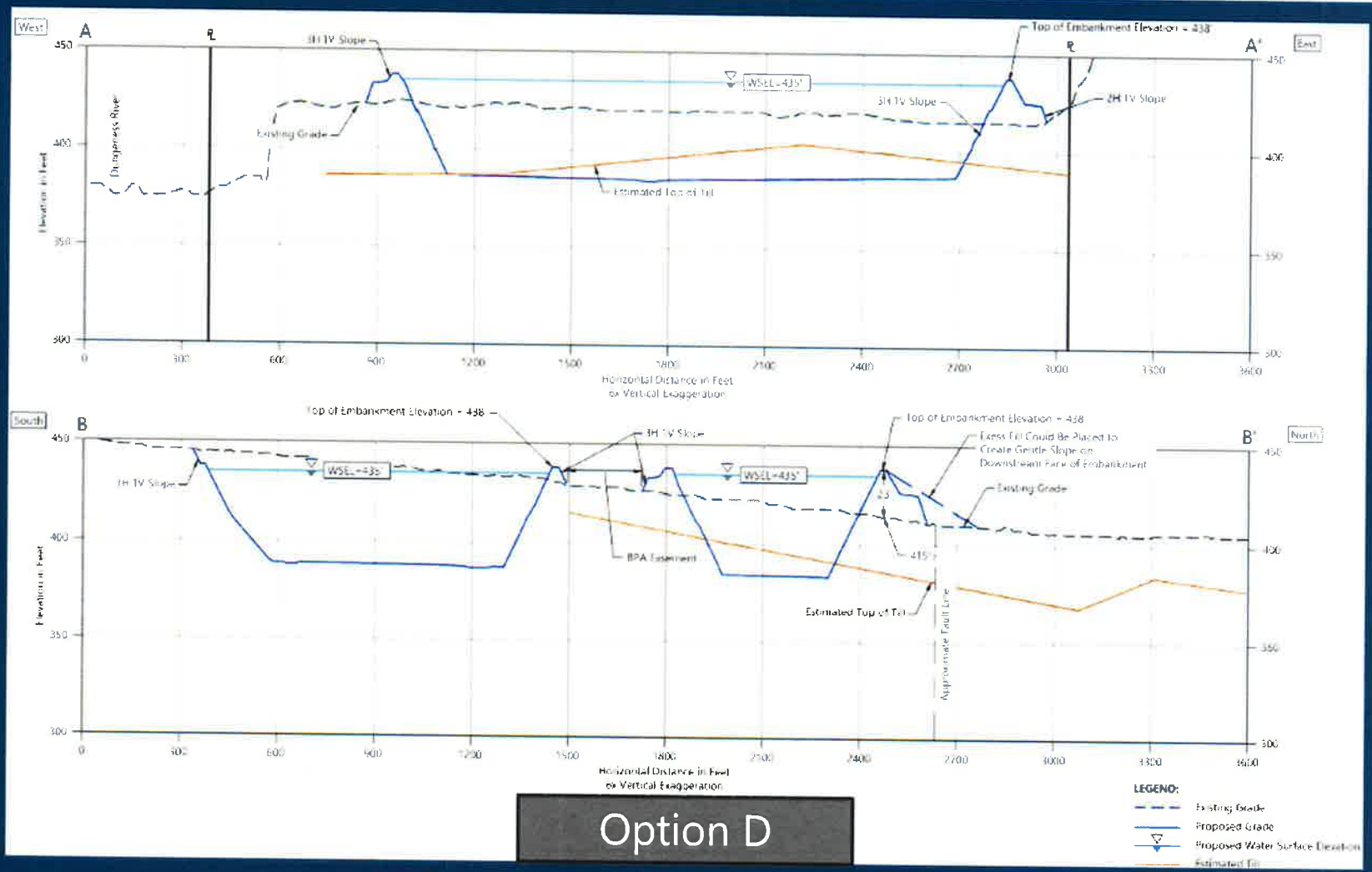
Option C



SOURCE: Aerial © 2021 Microsoft Corporation © 2021 Maxar ©CNES (2021) Distribution Airbus DS
HORIZONTAL DATUM: Washington State Plane North Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: NAVD88

LEGEND:

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Topographic lineaments mapped through detailed seismic reconnaissance that indicate presence of past movement due to fault
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A / A' — Cross Section Location and Designation



Option D

ANCHOR QEA

Summary of Option Reservoir Configurations

Design Variable	Preliminary Design	Option A	Option B	Option C	Option D
Maximum WSEL	435 feet	425 feet	422 feet	415 feet	435 feet
Storage Capacity	1,591 Acre-feet	1,595 Acre-feet	1,544 Acre-feet	1,591 Acre-feet	1,420 Acre-feet
Height of N Embankment	30 feet±	22 feet±	20 feet±	14 feet±	23 feet±
Maximum Depth of Water Above Ex Ground	27 feet±	19 feet±	17 feet±	11 feet±	20 feet±
Total Excavation	1,243,501 CY	1,590,557 CY	1,681,850 CY	2,603,569 CY	1,745,452 CY
Distance from N Property Boundary	1,574 feet	1,362 feet	1,320 feet	1,115 feet	2,285 feet
Total Fill Required	642,529 CY	364,723 CY	280,226 CY	274,989 CY	363,563 CY
Cost of Key Elements	$38.8 million	$41.2 million	$42.4 million	$44.5 million	$43.6 million

Notes: CY: Cubic Yard Ex: Existing N: North WSEL: Water Surface Elevation

ANCHOR QEA

Other Potential Design and Permitting Costs

- Additional field work, analysis, re-design of the embankment, and coordination with Ecology's Dam Safety Office in response to seismic reconnaissance findings;
  + *$380,000 to $1,010,000 (based on design configuration selected)*
- Additional field work, re-design, and permitting work related to shifting or expanding the footprint of the reservoir from what was included in preliminary design
  + *$5,000 to $140,000 (based on design configuration selected)*
- Design of other elements that the Work Group has requested be included in the project, including downstream irrigation pipelines and a drought pump station
  + *$550,000 to $750,000 (based on elements included)*

Other Potential Construction Costs

- Added materials and labor costs for an expanded embankment needed to address the potential movement or rupture along or near fault lines

  +$2,200,000 to $8,400,000 (based on design configuration selected)

- Construction of other elements the Work Group has requested be included in the project, including downstream irrigation pipelines and a drought pump station

  +$4,550,000 to $6,000,000 (based on elements included)

- Inflation from the time unit prices were developed to for the preliminary opinion of cost (February 2022) to the time of construction

  +$1,900,000 to $4,400,000 (depending on inflation, time of construction)

Next Steps

Recommended Next Steps

- Develop a phased plan for investigating and characterizing the fault zone identified by Shannon & Wilson
- Review plan with Ecology's Dam Safety Office
- Complete initial phase of investigation, as allowed by Land Lease or Property Acquisition with DNR (or investigate at off-site locations)
- Based on information gathered, determine whether additional investigation is needed
- Based on information gathered, verify which design configurations are viable and select a preferred configuration
- Proceed with additional geotechnical investigations (as needed), permitting, and detailed design
- Continue to identify and secure funding to support design, permitting and construction



Questions and Discussion