



CLALLAM COUNTY BOARD OF COMMISSIONERS NOTICE

Due to Technical difficulties with the Granicus Livestream System the BOCC was unable to get a full video of the Board of Commissioners Work Session on Monday, July 19, 2021. There are two recordings of the meeting available under Commissioner's Work Session from 9 a.m. to 11:05 a.m. and Commissioner's Work Session – 2nd portion from 11:15 (approximately) to 1:10 p.m.

Please contact the Clallam County Public Records Department if you wish to obtain a complete copy of the audio only Soniclear recording of the meeting at:

[https://clallamcountywa.mycusthelp.com/WEBAPP/rs/\(S\(omtg0yekfkk1fcc00edyopr\)\)/supporthome.aspx](https://clallamcountywa.mycusthelp.com/WEBAPP/rs/(S(omtg0yekfkk1fcc00edyopr))/supporthome.aspx)



WORK SESSION

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street, Room 160
Port Angeles, Washington
July 19, 2021

****ATTENTION****

In response to the current Governors order Clallam County is now operating under the Washington Ready Plan. To be in compliance with the Washington Ready Plan and to reduce the spread of COVID the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must follow current face covering guidelines.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

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

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

- 1 Calendar/Correspondence
- 2 Shoreline Master Program discussion
- 3 Mental Health Court discussion and requests
- 4 Contract renewal with Washington State Military Department for reimbursement of PenCom dispatch center costs associated with staffing and training
- 5 Agreement amendment 1 with Washington State Military Department for funding to reimburse Clallam County Emergency Operations Center costs associated with emergency management projects
- 6 Agreement renewal with Washington State Department of Ecology for Solid Waste Management Community Litter Cleanup Program

Public Works

- 7 Resolution adopting the 2021 Solid Waste Management Plan
- 8 Joint Resolution with the City of Sequim for termination of a 1993 interlocal agreement regarding septage treatment and disposal

Community Development

- 9 Agreement amendment with Washington State Recreation and Conservation Office for Dungeness Floodplain Restoration – Kinkade Phase Project

Board of Commissioners

- 10 Clallam Conservation District update
- 11 Agreement amendment 1 with Public Works for Olympic Discovery Trail Improvement Project
- 12 Resolution appointing Candace Kathol to the Park and Recreation Advisory Board
- 13 Resolution appointing Rachel Anderson, Jim Weatherly and Paul Cunningham to the Homelessness Task Force

General Discussion/Items for Future Agendas

- Olympic National Forest update (August 2 at 10:30 a.m.)
- 10,000 Years Institute update (August 2)
- Noise Ordinance (TBD)

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.

MEMORANDUM

LONI GORES
Clerk of the Board

July 15, 2021



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the July 19 Work Session:

BOARD OF COMMISSIONERS

14 CDBG HUD CARES funding discussion



AGENDA ITEM SUMMARY

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

2
7/19/21

Department: DCD

WORK SESSION ☒ Meeting Date: 7-19-2021 - 9am

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 | ☒ Ecology response and public participation SMP |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Board of County Commissioners extended their public hearing held on June 15, 2021 regarding the proposed changes necessary for the Department of Ecology to approve Clallam County's Shoreline Master Program. Pursuant to RCW90.58.090(2)(e) the County must either agree to the proposed changes or submit alternatives for Ecology to review. The Board has asked the Department of Ecology to be available at a work session to answer questions related to the proposed changes, public participation, and the public's response. The Department of Ecology has agreed to attend the meeting to answer questions from the Commissioners.

Ecology provided the following regarding their process for public participation during review of the County's Approved SMP:

- An Ecology-sponsored public hearing is optional per WAC 173-26-120(4) – we did extend the typical 30-day state comment period to 6 weeks to ensure adequate time for public comment. When we were deciding about a hearing, we considered the County's extensive public engagement during the local process that went above & beyond the minimum requirement, and felt that local issues of concern had been well-addressed by the locally-approved SMP. We discussed this with County staff whom agreed, and supported our proposal to skip the hearing and extend the comment period.
- We broadly noticed the state comment period, including a PDN legal ad, our webpage, our own list of agencies, stakeholders & four local Tribes, and the County's email list of some 700 interested parties, plus additional hard-copy mailings – only 13 comment submittals were received.
- We conducted our statewide public process and issued our Conditional Approval decision. After that, any further public involvement is at the discretion of local government as they consider how to respond to our decision and any final changes. There is no requirement for additional public involvement during this final negotiation between the joint authorities. As

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

Agenda 7-19-2021
Revised: 3-04-2019

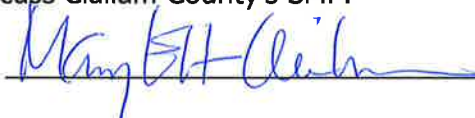
part of our standard practice, we were in discussion with County staff throughout the state review & agency decision process to ensure 'no surprises' on the pending required & recommended changes. We understand DCD has had several staff turn-overs since the 2018 submittal.

- While the County webpage and BoCC meeting packet refers to our Required and Recommended Changes as 'Ecology comments', it's important to note that those Attachment B and C changes are stipulations of our legally binding Conditional Approval decision issued under our statutory authority for SMP final approval. There is no option to retract or change our Director's decision. At this point the County can accept or propose alternatives to the Required changes, and decide about making the Recommended changes.

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?)
Department of Ecology will be available to discuss Clallam County's SMP.

County Official signature & print name:

 Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Dept. of Ecology, Michelle McConnell

Relevant Departments: DCD

Date submitted:

7/13/21



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

March 29, 2021

The Honorable Mark Ozias
Clallam County Courthouse
223 East 4th Street
Port Angeles, WA 98362

**Re: Clallam County Shoreline Master Program Comprehensive Update –
Conditional Approval**

Dear Commissioner Ozias:

I would like to take this opportunity to commend Clallam County (County) for its efforts in developing the proposed comprehensive Shoreline Master Program (SMP) update. It is obvious that a significant effort was invested in this update and the SMP will provide a framework to guide development and environmental protection along the County's shorelines into the future.

As we have already discussed with your staff, the Washington State Department of Ecology (Ecology) has identified specific changes necessary to make the proposal approvable. These required changes are detailed in Attachment B. Additional recommended changes are proposed in Attachment C. The findings and conclusions that support Ecology's decision are contained in Attachment A.

Pursuant to RCW 90.58.090(2)(e), at this point, the County may:

- Agree to the proposed changes, or
- Submit an alternative proposal. Ecology will then review the alternative(s) submitted for consistency with the purpose and intent of the changes originally developed by Ecology and with the Shoreline Management Act.

Final Ecology approval will occur when the County and Ecology agree on language that meets statutory and guidelines requirements.

Please provide your response within 30 days to the Director at laura.watson@ecy.wa.gov.

Ecology appreciates the dedicated work that the Board of County Commissioners, the Planning Commission, the No Net Loss Work Group, SMP Update Committee, County staff (past & present) and the community have put into the Shoreline Master Program Comprehensive Update.

The Honorable Mark Ozias
March 29, 2021
Page 2

We look forward to concluding the SMP update process in the near future. If you have any questions or would like to discuss the changes identified by Ecology, please contact our Regional Planner, Michelle McConnell, at Michelle.McConnell@ecy.wa.gov or (360) 407-6349.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura Watson', with a stylized, flowing script.

Laura Watson
Director

Enclosures

cc: Perry Lund, Ecology
Michelle McConnell, Ecology
Mary Ellen Winborn, Clallam County
Diane Harvey, Clallam County



AGENDA ITEM SUMMARY

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

3
7/19/21

Department: District Court I/Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** July 19, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

District Court I Presiding Judge Dave Neupert and Prosecuting Attorney Mark Nichols will present an overview of findings relative to a proposal to establish a mental health court in Clallam County. They will also make a joint request for the BoCC to: 1) authorize the creation of a Mental Health Court Coordinator position, 2) authorize the creation of an Administrative Support position to work alongside the Coordinator position, and 3) appropriate monies derived from the Hargrove tax to fund the startup and operation of this court for a three year + period.

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 County's Chief Financial Officer has opined that "based on the projected amount of Hargrove funds in reserve, together with the budgeted spending commitments currently being funded through Hargrove, that there is more than sufficient reserves available to fund this without compromising funding for existing fund recipients based on what is currently assumed in the CD/MH fund. . . . While certainly there may be other CD/MH funding requests that HHS may be contemplating in the future that I'm not aware of, based on what we are currently committed to fund this year, I see no risk of this fund being unable to fund these existing commitments as well as this proposed funding for the MHC for the next 3 years based on the reserves projected."

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

We are requesting that the BoCC: 1) take action as necessary to facilitate the appropriation of funds necessary to facilitate the operation of a mental health court, and 2) direct the Human Resources

* 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)

Department to assist District Court I in coordinating the recruitment of a Mental Health Court Coordinator and accompanying Support Staff position.

County Official signature & print name: Mark Nichols / David C Neupert

Name of Employee/Stakeholder attending meeting: Mark Nichols, Prosecuting Attorney and David Neupert, Presiding Judge for District Court I

Relevant Departments: Within Clallam County Government - Clallam County Board of County Commissioners Office, District Court I, Prosecuting Attorney's Office, Sheriff's Office and Superior Court; Outside of County Government - By way of example only, Clallam Public Defender's Office, Peninsula Behavioral Health, West End Outreach Services, Olympic Medical Center, Forks Hospital, Olympic Peninsula Chapter of the Military Officers Association of America, City governments for Port Angeles and Sequim and Forks.

Date submitted: July 14, 2021

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

Agenda Item Summary.docx
Revised: 3-04-2019

Document was submitted after the
agenda and packet were posted on

7/15/21

Designed and presented by Mark Nichols,
Prosecuting Attorney/*Ex-Officio* Coroner and
David Neupert, Presiding Judge, Clallam County District Court I

MENTAL HEALTH COURT

What Is Mental Health Court?

- Mental health courts are specialty courts that were established to improve the response to individuals with serious mental illnesses who have come into contact with the criminal justice system.
- Eligibility requirements:
 - Category of crime; and
 - Nature of diagnoses

Why Have Mental Health Court?

- While there are many reasons, the most compelling is that the traditional criminal justice system's approach to defendants with mental health disorders is proving to be ineffective.
- Why not try something new that has worked in other jurisdictions?

Who Would Oversee the Court?

- Clallam County District Court I.
- The judiciary has inherent authority under Article IV, section 1 of the state Constitution to establish therapeutic courts.
- In addition, the legislature has expressly authorized therapeutic courts by and through RCW 2.30.030.

Where Will The Court Operate?

- Within the Clallam County Courthouse in Port Angeles, Washington.
- Participants would be required to obtain a mental health evaluation and follow treatment recommendations.

When Will the Court Commence Operations?

- We are planning on having the court commence operations by not later than the end of 2021.

How Will the Court Be Funded?

- We are proposing that the court be funded through unspent reserve funds from an existing sales and use tax for chemical dependency or mental health treatment services or therapeutic courts. RCW 82.14.460.
- AKA, the “Hargrove Fund.”

The Hargrove Fund

- 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.

The Hargrove Fund

- 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.
- Hargrove Fund monies 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.

Existing Mental Health Courts

- The following is a list of counties that have Mental Health Courts:
 - Benton, Clark, Cowlitz, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, Snohomish, Spokane, Thurston, Whatcom and Yakima

Community Support

Mental Health Court is supported by a variety of stakeholders including, but not limited to:

- Clallam County's Law and Justice Council
- Peninsula Behavioral Health
- West End Outreach Services
- Olympic Medical Center
- Private sector treatment providers
- Local governments
- Olympic Peninsula Chapter – Military Officers Association of America (MOAA)

Next Steps

- Obtain funding solution – Clallam County Board of County Commissioners
- Hire a Mental Health Court Coordinator and Administrative Support – District Court I
- Select a court model - Judge Neupert with input from stakeholders
- Develop program policies, procedures, etc. – Judge Neupert and Coordinator with input from stakeholders
- Implement the court – Judge Neupert

Questions?



Mental Health Court – Questions and Answers

- 1) **What is mental health court?** *Mental health courts are specialty courts that were established to improve the response to individuals with serious mental illnesses who have come into contact with the criminal justice system.*
- 2) **Is there any legal authority that allows for the operation of a mental health court?** *Yes. The judiciary has inherent authority under Article IV, section 1 of the state Constitution to establish therapeutic courts. In addition, the legislature has expressly authorized therapeutic courts by and through RCW 2.30.030, "Therapeutic courts authorized—Establishment of processes—Determination of eligibility—Persons not eligible—Use of best practices—Dependency matters—Foreign law limitations."*
- 3) **Does Clallam County have other therapeutic courts?** *Yes. Clallam County currently has three therapeutic courts. They include adult drug court, juvenile drug court and the Living in Families Together (LIFT) Court.*
- 4) **Is there broad support in the community for the establishment of a mental health court (MHC)?** *Yes. In 2020, the entirety of Clallam County's Law and Justice Council (which is comprised of judicial representatives from both the superior and district courts, the county prosecutor, the public defender, local law enforcement leadership, representatives from local governments and others) voted in favor of mental health court. Both Clallam County hospitals and mental health centers have expressed support as well. In addition, the Olympic Peninsula Chapter of the Military Officers Association of America (MOAA) has voiced its support for the establishment of a mental health court.*
- 5) **Does Clallam County already have a mental health court?** *No. Clallam County has never had a mental health court. The Washington State Administrative Office of the Courts' website (https://www.courts.wa.gov/court_dir/?fa=court_dir.psc&tab=5) contains a listing of the jurisdictions that operate mental health courts.*
- 6) **Are efforts currently being taken within the court system to address mental health issues?** *Yes. Clallam County's court system has, for years, made efforts to address mental health issues. These efforts include, but are not limited to, ordering mental health evaluations for eligible defendants, conducting a twice monthly review calendar in superior court for individuals whose sentence involves the requirement to maintain compliance with mental health services, reviewing the status of individuals participating in the Living in Families Together (LIFT) Court and/or child welfare system who present with mental health challenges, and monitoring mental health concerns for participants of the adult and juvenile drug court programs.*

- 7) **What is the goal in addressing mental health challenges in the community?** *Communities prosper when the mental health needs of community members are met. Unaddressed mental health problems can have a negative influence on homelessness, poverty, employment, safety, and the local economy. They may impact the productivity of local businesses and health care costs, impede the ability of children and youth to succeed in school, and lead to family and community disruption. By addressing mental health challenges within the community, many of these outcomes can be halted and even reversed leading to more prosperous communities.*
- 8) **How would the mental health court achieve that goal?** *The goal of mental health court is to engage, support and facilitate the sustained stability of individuals with mental health disorders within the criminal justice system, while reducing recidivism and increasing community safety. Using a wraparound approach, the mental health court team will meet regularly with the offender to assess needs, provide positive feedback and problem solving, and require accountability for non-compliance with treatment and probation conditions.*
- 9) **Is a mental health court, beyond what currently exists, the most effective way to achieve that goal?** *It is important to note at the outset that Clallam County has never had a mental health court. However 15 other counties across Washington – including neighboring Jefferson and Kitsap Counties – do offer mental health courts. The consistent response from these jurisdictions is that mental health court works and has been more effective than the traditional criminal court at addressing individuals with mental health disorders within the criminal justice system. Numerous local criminal justice stakeholders including Clallam County's District Court judges, the County Prosecuting Attorney, the Clallam Public Defender, the County Sheriff, and the Police Chiefs for the Cities of Port Angeles and Sequim agree that the current system is largely ineffective at addressing individuals with mental health disorders within the criminal justice system. For this reason, these individuals support the establishment of a mental health court in Clallam County believing that it is time for Clallam County to implement a new approach to mental illness within the criminal justice system.*
- 10) **What would be the cost of a mental health court?** *While the exact cost for this court has yet to be fully determined, it is presently estimated that the annual operating cost will be approximately \$ 150,000.00 to \$250,000.00/year. This estimate includes the cost for a full time equivalent Mental Health Court Coordinator, a part time Administrative Assistant and startup costs to establish a workspace and basic supplies for these positions. It also presumes additional costs of up to \$50,000.00/year.*

Notably, the District Court I judge and Prosecuting Attorney have agreed to absorb the workload associated with this court into their existing operations. This is based on recognition of the fact that the new court will not result in the creation of new or additional cases within the criminal justice system. Instead defendants charged with eligible offenses within the criminal courts will

be able to petition in to mental health court. Provided the defendant is accepted into the program, their case(s) will be transferred from one court into the other.

An equally important question is what would be the cost of not implementing Mental Health Court? *The answer to this question remains unknown as an accurate determination of cost would require a forensic accounting of the criminal justice system's average system response cost/defendant/case type. Unfortunately, this type of accounting has never been performed in Clallam County. Moreover and based on outreach it does not appear that this accounting been performed in any of the other 38 Washington State county governments. Even without a forensic accounting, however, it is clear that the average system response cost - defined as those costs incurred by the system from the time a citizen dials 911 for help through the conclusion of the system's response - are likely considerably higher than many people realize. This is especially the case when viewed in relation to repeat offenders who consume a disproportionate amount of public resource. It is anticipated that mental health court will, through a reduction in recidivism for mentally ill offenders, result in a reduction in these system response costs and thus a savings over the course of time.*

11) What would be the net budgetary effect to the county (i.e. would it save money in other areas in a way similar to the drug courts)? *Proponents of mental health court have encouraged the Clallam County Board of County Commissioners to fund the program by drawing down on unspent surplus and/or reserve dollars that have accumulated within the Hargrove tax line within Clallam County government.¹ Given that the focus is on use of surplus and/or reserves, a decision to fund mental health court from this budget line will not be at the expense of other programs that operate based on disbursements from this fund. Nor will it be at the expense of any other county programs that are funded through other sources such as the County's General Fund. As explained above it is anticipated that mental health court will, through a reduction in recidivism for mentally ill offenders, result in a reduction in system response costs and thus a savings over the course of time.*

12) How would the costs of a mental health court be funded? *Proponents of mental health court believe that the Hargrove tax line within county government is the most appropriate funding source. That said, we have researched other possible funding sources. For example, we inquired with the State regarding whether there are any Trueblood settlement monies available for this purpose. We were told by state representatives that "Clallam County is not eligible to receive Trueblood settlement funding until 2025 or 2026." We also outreached to 24th Legislative*

¹ 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. See RCW 82.14.460. In March, 2006, the Clallam County Board of Commissioners approved an ordinance authorizing a 1/10th of one percent sales and use tax (dubbed the "Hargrove tax") for substance use, mental health, and therapeutic court programs. 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. Hargrove tax monies 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.

District Representatives Mike Chapman and Steve Tharinger as well as Senator Kevin Van De Wege to inquire about whether they knew of any funds that could be used to support Mental Health Court. Of those who responded, none were aware of any funding that could be made available for this purpose. Finally, we applied for a grant, the proceeds of which could have been used for the establishment a Mental Health Court. Unfortunately, we anticipate that our grant application will denied, in part because we already have an alternative funding source available at the local level (i.e. the Hargrove tax).

- 13) If the 1/10th of 1% tax was used as a funding source, what existing use of those funds would no longer be possible?** *Proponents of mental health court have encouraged the Clallam County Board of County Commissioners to fund the program by drawing down on unspent surplus and/or reserve dollars that have accumulated within the Hargrove tax line within Clallam County government. Given that the focus is on use of surplus and/or reserves, a decision to fund mental health court from this budget line will not be at the expense of other programs that operate based on disbursements from this fund.*
- 14) Does Clallam County have the treatment resources needed to operate a mental health court?** *Clallam County has robust mental health treatment resources, particularly for a rural county. The primary mental health provider, Peninsula Behavioral Health (PBH) offers a broad scope of outpatient services including psychotherapy, case management, intensive case management, care coordination, psychiatric rehabilitation services, adult day support, peer support, and psychiatric medications services. Supported housing and employment services complement the more traditional treatment services. PBH has recently expanded to include on site intensive outpatient substance use treatment services and primary care services. Finally, PBH also offers 24 hour Crisis supports as well as a 6 bed crisis stabilization program. Service offerings are more limited on the west end of the county, but PBH coordinates with West End Outreach Services to fill gaps when appropriate.*
- 15) Would the existing management structure of the county's therapeutic courts need to be restructured, and if so, under whose authority and management?** *Proponents of mental health court believe that it is appropriate to explore the possibility of combining the Administrative Assistant position for mental health court with that of one of the other three existing therapeutic courts. We are not, however, recommending that either Adult Drug Court, Juvenile Drug Court or the Living in Families Together (LIFT) Court be re-structured. Instead, we are proposing the establishment of a new variety of therapeutic court that is designed to address an offender population with unique needs that cannot otherwise be adequately addressed through any of the county's existing therapeutic courts. Moreover, representatives from other counties that operate multiple therapeutic courts informed us that mixing and matching therapeutic court participants is contraindicated for a variety of reasons.*

16) What types of cases would be referred to a mental health court? *As with the county's Adult and Juvenile Drug Court programs, eligibility will be determined by the County Prosecuting Attorney. Based on outreach to and discussion with other prosecutors whose jurisdictions participate in mental health court, eligible offenses will likely include a variety of misdemeanor and gross misdemeanor offenses, select nonviolent felonies and a limited number of violent felony offenses with the consent of the victim or survivor.*

17) What analytic mechanisms would be utilized to track accomplishment of the stated goals? *Proponents of mental health court believe that the best way to track accomplishments is through the maintenance of clearly defined metrics. These metrics may include, for example, number of defendants who are charged with eligible crimes, number of defendants who petition in to the program, number of defendant's who are accepted in to the program, average length in program, program participant recidivism rate measured pre versus post program, etc. In addition, feedback from law and justice and community stakeholders will prove valuable in assessing whether the program is accomplishing stated goals.*

18) Who would have authority to control how the court would be populated? *The County Prosecuting Attorney will be responsible for identifying the types of crime that are eligible for participation in the program. The Mental Health Court Coordinator will be responsible for assuring that candidates meet agreed upon diagnostic criteria as a pre-condition to being accepted into the program. The District Court Judge will be responsible for making the ultimate determination regarding who is accepted into and remains in the program.*

19) What additional judicial or staff needs would be required to operate another court? *Presiding Judge David Neupert of Clallam County District Court I has graciously offered to oversee operation of Clallam County's Mental Health Court. Moreover, he has offered to do so without requesting any additional judicial officer resource, notwithstanding the fact that AOC has identified that District Court I based on case volume warrants 1.5 FTE judicial officers.*

Judicial officer resource aside, proponents of mental health court are requesting funding for a full time equivalent Mental Health Court Coordinator, a part time Administrative Assistant and startup costs to establish a workspace and basic supplies for these positions.

As previously noted, the County Prosecuting Attorney has agreed to absorb any additional prosecutorial workload within the office at no additional expense.

20) Where would the drug court meet? *Assuming that this question was intended to ask where mental health court will meet, Presiding District Court I Judge Dave Neupert is willing to convene mental health court in the historic courtroom.*

21) How are the significant issues related to HIPPA [sic] addressed? *HIPAA privacy and security laws generally apply to health care providers and not to courts. Proponents of mental health court in Clallam County believe that the best way to address any confidentiality concerns that arise in connection with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or state counterpart legislation located primarily in Revised Code of Washington (RCW) 70.02 is through execution of a HIPAA compliant waiver. Every other mental health court that was surveyed employs the use of HIPAA compliant waivers to address privacy concerns. We see no reason why the use of such waivers should not work in Clallam County.*

22) What would be the up front costs of setting up such a court in terms of training, etc.? *Representatives from other county Mental Health Courts strongly recommend that Clallam County's Mental Health Court team attend training offered through the National Association of Drug Court Professionals (NADCP), the mandate for which is broader than just drug courts and includes other treatment courts specifically including mental health courts. The cost for this training, absent the award of a scholarship or grant, is currently \$745.00/person not including airfare, room, board and per diem.*

In addition to conferences and formal training, Presiding District Court I Judge David Neupert has already joined the District and Municipal Court Judges' Association, Therapeutic Courts Committee and has been participating in meetings for months.

Moreover, Prosecuting Attorney Mark Nichols has actively outreached to numerous other Washington counties and audited their mental health courts, obtained many of their policies and procedures, forms and waiver templates. He has also conducted in depth interviews with Mental Health Court Coordinators from several other counties.

23) Are there other options that might be more effective? For example, would a diversion program that existed prior to the filing of charges that would be run by some agency (PBH / Jamestown etc.) be more effective, and keep county government out of direct management of this process? *Proponents of mental health court in Clallam County believe that treatment is only as effective as it is utilized. Further that most people who are suffering from a mental health disorder that has evolved to the point of contributing to alleged criminal behavior will not proactively consent to a mental health evaluation and follow treatment recommendations without a strong incentive. For this reason, proponents of mental health court in Clallam County believe that a post charge, pre-conviction model similar to what is employed in a number of other county jurisdictions will best incentivize compliance with programmatic requirements.*

24) If created, how would a MHC operate within the different levels of courts in the county? *Mental health court will be sited within Clallam County District Court I. Cases filed within District Court I would simply remain under the jurisdiction of this Court. The State may opt to file at a misdemeanor or gross misdemeanor level certain cases that could otherwise be filed as felonies*

in order to facilitate eligibility. Select felonies could be transferred into the program provided there is cooperation between the Prosecutor, defense attorney and the Superior and District Courts.

- 25) Do the agencies in the county which provide mental health treatment have a desire to be involved in a weekly mental health court if patterned after a drug court model?** *Yes. Ms. Wendy Sisk, CEO at Peninsula Behavioral Health, has been involved in discussions surrounding the concept of a mental health court for years. Moreover she has been actively participating in planning meetings held in connection with the effort to establish a mental health court in Clallam County for the last six months.*

Ms. Tanya MacNeil, Executive Director of West End Outreach Services in Forks, has also expressed strong support for mental health court.

Additionally, numerous other mental health stakeholders within the community have voiced their strong support for a Mental Health Court. This includes, but is not limited to, the entire membership of the Clallam County Law and Justice Council, Peninsula Behavioral Health, West End Outreach Services, Olympic Medical Center, Forks Hospital, the REdisCOVERY program, a representative from the Port Angeles Paramedicine Program, and representatives from local treatment providers.



4
7/19/21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 07/19/21**

REGULAR AGENDA ☒ **Meeting Date: 07/27/21**

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11061-21-01 |
| ☐ Resolution | ☐ Proclamation ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal Contract with the Washington State Military Department for reimbursement of PenCom dispatch center costs associated with staffing and training, 911 modernization, and 911 interpretive services. This contract is for the period 07/01/21 through 08/15/22 in the amount of \$42,760.

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

A budget change form to receipt in the amount of funding from this agreement expected to be expended and reimbursed in FY2021 is attached. The remainder amount of \$21,380 will be accounted for in FY2022.

Recommended action:

Recommend approval by the Board and signature by the Chair

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

Name of Employee/Stakeholder attending meeting: CD Alice Hoffman

Relevant Departments: Sheriff's Office

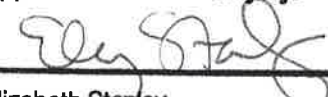
Date submitted: 07/13/21

* 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)

SECO COUNTY Coordinator Professional Development (CPD) Contract SFY2022
CONTRACT FACE SHEET

1. Contractor Name and Address: Clallam County Agency (COUNTY) 223 E 4th Street Port Angeles, Washington 98362		2. Contract Amount: \$42,760	3. Contract Number E22-012 11061-21-01
4. Contractor's Contact Person, phone number: Karl Hatton / 360.417.4911 khatton@cityofpa.us		5. Contract Start Date: July 1, 2021	6. Contract End Date: August 15, 2022
7. MD Program Manager/phone number: Teresa Lewis / 253.512.7481 teresa.lewis@mil.wa.gov		8. Data Universal Numbering System (DUNS #): 075739235	9. UBI # (state revenue): 054-004-559
10. Funding Authority: Washington State Military Department and State Enhanced 911 Funds			
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66	12. Program Index# & Obj/SubObj: 7928A, 79281 and 79282 NZ	13. CFDA # & Title: NA	14. TIN or SSN: 91-6001298
15. Service Districts: (BY LEGISLATIVE DIST): 24th (BY CONGRESSIONAL DIST): 6th		16. Service Area by County(ies): CLALLAM	17. Women/Minority-Owned, State Certified? ☒ N/A ☐ NO ☐ YES, OMWBE #
18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other		19. Contract Type (check all that apply): ☒ Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Advertised? ☐ YES ☒ NO		21. Contractor Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER	
22. BRIEF DESCRIPTION: This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State E911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursements amounts are detailed in the attached Budget Sheet (Attachment E).			
IN WITNESS THEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), and the Budget Sheet (Attachment E), govern the rights and obligations of the Parties to this Contract.			
In the event of an inconsistency in this contract, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and (e) any other provisions of the contract incorporated by reference.			
This contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the Parties.			
WHEREAS, the Parties have executed this contract on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE COUNTY:	
_____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military DEPARTMENT		_____ Signature Date Mark Ozias, Chairman Clallam County Board of Commissioners	

Approved as to form only by:



 Elizabeth Stanley
 Civil Deputy Prosecuting Attorney
 Clallam County

SPECIAL TERMS AND CONDITIONS**I. INTRODUCTION:**

The DEPARTMENT, through the SECO, coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse COUNTY for eligible expenses from appropriated excise tax revenue retained in the state E911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:**DEPARTMENT:**

Name:	Karl Hatton	Name:	Teresa Lewis
Title:	Deputy Director	Title:	SECO E911 County Assistance Program Manager
E-Mail:	khatton@cityofpa.us	E-Mail:	teresa.lewis@mil.wa.gov
Phone:	360.417.4911	Phone:	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";
- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes COUNTY eligibility for funding; and
- F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

A. Consistent with the statutes and regulations cited, this contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 basic service, and (3) capital items. This contract includes Statewide Services that benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this contract include:

1. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, two Coordinator Forums, the APCO State Conference, State Supported training, and National Conference attendance;
2. Reimbursement of selected Public Education expenses, selected 911 Salaries, benefits and training;
3. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services;
4. Connection to the Emergency Services Internet Protocol Network (ESINet).
 - a. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
 - b. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
 - c. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis

B. Expenses.

1. General Reimbursement Requirements for COUNTY:

- a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
- b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, see Section VII D of this contract;
- c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
- d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;

2. Ineligible Items:

Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the 911 System are not eligible for state financial assistance or reimbursement under this contract.

3. Expense Documentation and Approval:

- a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
- b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the last day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;
- c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
- d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;

- f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2021** and **June 30, 2022** which is also known as the performance period. Work started prior to July 1, 2021 and/or not complete by June 30, 2022 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the E911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the SECO policies incorporated herein that are necessary to operate E911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2021** and **June 30, 2022**.
- C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies Link](#) and incorporated by reference:
 - SECO County Contract Policy (PDF)
 - SECO Public Education Policy (PDF)
 - SECO Statewide Services Support Policy (PDF)
 - SECO Salaries and Benefits Summary (PDF)
- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports	1	No later than the last day following the end of the month.
Local Travel Policy/Procedures	1	30 days after signatures on this contract and then annually.
3rd Quarter Review	1	March 31, of each year
Training Certification(s)	1	June 30, of each year
Final Reimbursement Request	1	July 31, 2022

All contract work must not start prior to July 1, 2021 and must be delivered, installed/completed and accepted by June 30, 2022; although certain reports may be submitted by July 31, 2022 as described above. Final billing not received by July 31, 2022, may not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated County 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 County Coordinator or designee to as many of the Advisory Committee meetings as possible each year, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Coordinator Forums & APCO State Conference: The COUNTY agrees to send the 911 County Coordinator or designee and additional appropriate 911 representatives to the Spring and Summer Coordinators Forum and to the Fall APCO State Conference of each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend the Public Education Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator Training: The COUNTY agrees to send the 911 Training Coordinator or appropriate 911 representative to attend the Training Forum or a training class per contract period and participate in half of the scheduled Training Subcommittee meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. CONDITIONED UPON COUNTYS FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:

- Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **\$42,760**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.
- Within available funds, to provide ESINet services to the COUNTY.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
 - a. **"DEPARTMENT"** shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State E911 Coordination Office (SECO).
 - b. **"COUNTY"** shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
 - c. **"Subcontractor"** shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development section as needed.

- 8) **COUNTY NOT EMPLOYEE OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with, RCW 42.56, the Public Records Act or court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 15) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

- 16) **LIABILITY:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
- 18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated 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.
- 20) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
- a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap.
- This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.
- 21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.
- In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.
- 22) **RECORDS, MONITORING AND AUDIT ACCESS:**
- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
- b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.

- d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.
- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
- 23) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
- 24) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracting and sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.
- 25) **TERMINATION:**
- a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- 26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 28) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

**STATEMENT OF WORK
SECO COUNTY CPD CONTRACT - SFY2022
July 1, 2021 – June 30, 2022**

CPD1 County Coordinator

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 system, and report 911 outages to the SECO.
2. Coordinator or pre-approved/designated alternate attend 75% of Advisory Committee (AC) meetings held per contract period.
3. Coordinator or pre-approved/designated alternate attend two (2) Coordinator Forums and one APCO State Conference per contract period.
4. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
5. Retain all contract records for six (6) years after contract closure.

CPD 4 MSAG/Mapping/GIS Coordinators

1. Maintain MSAG and ALI, according to Washington NG911 GIS Data Standards.
2. Maintain GIS 911 required layers for geospatial routing and uploading to 911 maps.
3. Participate in all GIS dataset tests recommended by the Advisory Committee and approved by the SECO.
4. Participate in all GIS training recommended by the Advisory Committee and designated as mandatory by the SECO.
5. Each county will maintain and deliver to the state (or designated vendor), as requested, GIS datasets that includes the following data layers (Road Centerline, PSAP polygon, Law Enforcement Emergency Service Zone (ESZ), Fire ESZ, EMD ESZ, and Site Structure Address Points (SSAP)) with no duplicate address points, as required in the Washington NG911 GIS Data Standards, with no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been synchronized to the ALI, at a 98% match rate.

CPD4 IT Coordinator

1. Participate in the selection, installation, and/or maintenance of 911 equipment/software (IE: CPE, CAD, Net Clock, network, network security).
2. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5 Call Receiver Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3 Public Education

1. Attend a 911 Public Education forum or a public education class to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings. Participation can be in-person, by phone, or participation on a work group/project.
3. Establish an outreach baseline for the 911 public education program in county to measure the program's effectiveness.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5 Training Coordinator

1. Attend a 911 Training Coordinator Forum or a training class to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings. Participation can be in-person, by phone, or participation on a work group/project.

**SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTYCPD CONTRACT - SFY2022
July 1, 2021 – June 30, 2022**

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary.

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 County Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 County Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION

CPD benefits all counties and do not require local revenue to be used prior to state reimbursement. The following are reimbursed through both the BSO and CPD contracts.

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	<u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expenses for the 911 County Coordinator or pe-approved designee to attend all AC meetings. 911 County Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 County Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings. <u>AC Subcommittee Meetings:</u> Travel reimbursement expenses for all Subcommittee members to participate in subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws. <u>Coordinator Forums:</u> Travel reimbursement expenses for a total of two PSAP/911 employees to attend Spring and Summer Coordinator Forums and a total of three PSAP/911 employees to attend the Fall APCO State Conference. One of the attendees must be the 911 County Coordinator or pre-approved designee. <u>Communications Training Officer (CTO) Workshops:</u> Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period. <u>SECO supported:</u> Travel reimbursement expenses for the 911 County Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 County Coordinators may request SECO Supported designation by email to the SECO County Assistance Program Manager.
CPD2	911 County Coordinator Training	The 911 County Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to \$6,000 (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills. For counties with a population of 1.5 million or more the authorized amount for the 911 County Coordinator is doubled for an additional person to attend training \$12,000 (per contract period)

CPD3	911 Public Education	Up to \$5,000 (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911 and public education materials. <i>(See: SECO Public Education Policy)</i>
CPD4	911 Technical Salaries/Benefits and Training	Up to \$13,500 (per contract period) is authorized for salaries/ benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.
CPD5	911 Call Receiver Training	Total training funds calculated at \$500 (per contract period) per full-time call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or \$15,000) per county. These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external. Funds may also be used for a new hire call receiver salary while in training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers overtime and backfill while in training status. <u>Regionalized Counties</u>, only the Host County is eligible for this line item.
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State E911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at 1 per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation. Should there be additional funds available following the fulfillment of BSO, WSP, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.
CPD7	911 Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.

BUDGET SHEET
SECO COUNTY CPD CONTRACT– SFY2022
July 1, 2021 – June 30, 2022

	SFY2022
Coordinator Professional Development (CPD)	\$ 42,760.00
TOTAL CONTRACT NOT TO EXCEED	\$ 42,760.00

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 07/13/21

Budget Hearing/Meeting Date: 08/31/21

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number XXXXX.XXX.	11061.811	Budget Name	Sheriff – Nine-One-One Enhanced
---------------------------------	-----------	--------------------	---------------------------------

REVENUE/SOURCE

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
11061.811	Sheriff– Nine-One-One Enhanced	33401.80.0033	Enhanced 911 from Emergency Management	43,480
Total				43,480

EXPENDITURES

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
11061.811	Sheriff– Nine-One-One Enhanced	52870.41.0570	E911 Reimbursements to PenCom	43,480
Total				43,480

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E21-010 remaining from FY2020 that was expended and reimbursed (\$22,100) over the original FY2021 budgeted amount, and new Contract #E22-012 for the amount expected to be expended and reimbursed in FY2021 (\$21,380). The remainder of #E22-012 will be accounted for in FY2022 (\$21,380).

County Official Approval:

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



AGENDA ITEM SUMMARY

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

5
7/19/21

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 07/19/21

REGULAR AGENDA ☒ **Meeting Date:** 07/27/21

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 817-19-02 Amendment #1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Amendment 1 to Grant Agreement #E20-085 with the Washington State Military Department for the 19SHSP funding to reimburse Clallam County Emergency Operations Center for costs associated with emergency management projects. This Amendment extends the end date from 08/31/21 to 05/31/22 and the timeline to allow Clallam County additional time to complete the funded activities.

There are no changes to the Work Plan or Budget.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☐
None

Recommended action:

Recommend approval by the Board and signature by the Chair

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

Name of Employee/Stakeholder attending meeting: Grant Coordinator Beth Waknitz /CD Alice Hoffman

Relevant Departments: Sheriff's Office

Date submitted: 07/13/21

* 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)

**Washington State Military Department
AMENDMENT**

1. Subrecipient Name and Address: Clallam County Sheriff's Office Emergency Management Unit 223 E. 4th St, Suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Number: E20-085	3. Amendment Number: 1
4. Subrecipient Contact, phone/email: Alice Hoffman, 360-417-2257 ahoffman@co.clallam.wa.us		5. Department Contact, phone/email: Gary Stumph, 253-512-7483 gary.stumph@mil.wa.gov	
6. EIN: 91-6001298	7. Assistance Listings # (formerly CFDA) & Title: 97.067 - 19HSGP (SHSP)	8. Federal Funding Identification #: EMW-2019-SS-00044-S01	
9. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the US Department of Homeland Security (DHS)			
10. Description/Justification of Amendment: The Subrecipient experienced a longer than anticipated vacancy so needs to extend the Grant Agreement End Date to May 31, 2022 to allow for the activities to be completed. There are no changes to the Work Plan or Budget. Changes are noted in strikethrough, red text and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: 1. The Grant Agreement Amount of \$76,992 remains unchanged. 2. Change the Grant Agreement End Date from August 31, 2021 to May 31, 2022, as described on Page 2 of this Amendment. 3. Change the Department Contact, phone/email from Gary Stumph to Deborah Henderson, as described on Page 2 of this Amendment. 4. Revise Exhibit A, Article I-Key Personnel, as described on Page 2 of this Amendment. 5. Revise the Original Exhibit B section A.3 AMENDMENTS AND MODIFICATIONS, as described on Page 2 of this Amendment. 6. Replace Original Attachment 2, with Revised Attachment 2, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Subrecipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Mark Ozias, Chair Clallam County Board of Commissioners	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 7/30/2018 Assistant Attorney General		APPROVED AS TO FORM (if applicable):  7/2/21 Applicant's Legal Review Date	

Washington State Military Department Amendments to Agreement E20-085

1. **Change the Grant Agreement End Date from August 31, 2021, to May 31, 2022**
 - a. Agreement Face Sheet Box 6 – ~~August 31, 2021~~ **May 31, 2022**
 - b. Replace Original Attachment #2 with Revised Attachment 2, 19SHSP Timeline.
2. **Change Department Contact, phone/email from Gary Stumph to Deborah Henderson.**
 - a. Agreement Face Sheet, Box 7- ~~Gary Stumph, 253-512-7483, gary.stumph@mil.wa.gov~~ with **Deborah Henderson, 253-512-7470, deborah.henderson@mil.wa.gov.**
3. **Revise Exhibit A, Article I-Key Personnel as follows:**
 - a. At the Department Key Personnel,
 - i. Replace Gary Stumph with Deborah Henderson.
 - ii. Replace Kathryn Zetzer with Reagan Bush.

SUBRECIPIENT		DEPARTMENT	
Name	Alice Hoffman	Name	~~Gary Stumph~~ Deborah Henderson
Title	Chief Civil Deputy	Title	Program Coordinator
E-Mail	ahoffman@co.clallam.wa.us	E-Mail	~~gary.stumph~~ deborah.henderson@mil.wa.gov
Phone	360-417-2257	Phone	~~253-512-7483~~ 7470
Name	Jackie Koon	Name	~~Kathryn Zetzer~~ Reagan Bush
Title	Fiscal Specialist IV	Title	Program Manager
E-Mail	jkoon@co.clallam.wa.us	E-Mail	~~kathryn.zetzer~~ reagan.bush@mil.wa.gov
Phone	360-417-2567	Phone	~~253-512-7140~~ 533-1357
Name	Rich Magnussen	Name	
Title	Emergency Management Program	Title	
E-Mail	rich.magnussen@co.chelan.wa.us	E-Mail	
Phone	509-667-6508	Phone	

b.

4. **Revise Exhibit B, Section A.3 AMENDMENTS AND MODIFICATIONS.**

a. Revise Original Exhibit B, section A.3 Amendments and Modifications as follows:
~~The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.~~

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

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

19SHSP Investment and Regional Project

Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 13 of 50 states for gross domestic product in 2017; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Approximately half of Washington's 7.5 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. Over three-fourths of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts. Washington is subject to ten natural hazards and seven human-caused hazards. The THIRA focuses on eight of those risks: earthquake, tsunami, flood, biological [communicable disease], wildfire, radiological, cyber incident, and terrorism. Planning, training, and exercise efforts are being restructured to encompass the entire spectrum of catastrophic incidents within this context. Washington saw few significant changes in the 2018 Capabilities Assessment. The lowest rated capabilities were Situational Assessment, Mass Care Services, Economic Recovery, Health and Social Services, and Housing – all essential during a catastrophic incident. - The strongest capabilities lie in Public Information and Warning and the most opportunity lie in Situational Assessment. The 2018 SPR results confirmed the findings from prior years: Stakeholders at every level struggle to sustain emergency response capabilities with dwindling resources and are significantly challenged preparing for catastrophic disasters. Since the early 2000s, cumulative emergency management funding at the state and local levels has reduced significantly causing an increased dependence on federal grants to meet necessary emergency management requirements. As a result, many areas are in a sustainment mode when it comes to emergency management capability and capacity.

Investment #3 - Regional Homeland Security Projects

The State is divided into 9 Homeland Security Regions, made up of 39 counties, which differ in many respects including geography (from marine to desert), major industry (from large business to agricultural), and population (from dense urban settings to rural areas). Each Region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. While the communities may differ, emergency management priorities are similar across the state and most initiatives can be tied back to building regional capability to respond and recover, and be in "a state of readiness" through planning, training, equipping, or exercising, should a natural or human-caused catastrophic incident occur. As communicated in the 2017 and confirmed in the 2018 THIRA, Capabilities Estimation, & SPR, gaps have been identified in the following core capabilities. All jurisdictions have targeted efforts related to Operational Coordination. The foremost gaps are: 1) **PLANNING**: Plans lack horizontal and vertical integration and need adjusting to be scalable for use during a catastrophic incident. Recovery needs to be incorporated. 2) **ORGANIZATION**: Response and recovery to catastrophic incidents will require additional trained personnel to support either large-scale or long-term activations. 3) **EQUIPMENT**: There is a lack of integration and interoperability of tools to form a Common Operating Picture for all stakeholders. Additionally, equipment continues to age, with subsequent degradation occurring with routine usage, and there is a lack of funding to sustain and/or replace. Resiliency is still an evolving concept without a formalized statewide, whole community approach to focus efforts. While the State is introducing initiatives to combat that reality, local jurisdictions still struggle with gaps related to Community Resilience: 1) **TRAINING**: Individuals and businesses need to move from awareness to action. 2) **EXERCISE**: Communities are dependent on volunteers to exercise this capability and do not have the tools or expertise to engage stakeholders. Related to Resilience, jurisdictions recognize the need to communicate with all stakeholders and continue to expand the reach of their messaging. Initiatives are ongoing to address the identified Public Information and Warning gap related to 1) **PLANNING**: Plans do not fully address communicating with non-English speaking populations, immigrant groups, and individuals with disabilities.

Regional Hazards and Risks - Reasons for the Work

Terrorist targets include:

- Military installations

Primary all-hazard risks include:

- Earthquakes
- Tsunamis
- Seiches
- Floods
- Wildfires
- Landslides
- Bio-epidemics
- Radiological
- Terrorism
- Severe storm
- Cyber incidents
- School violence

19SHSP Work Plan and Budget

Clallam County Sheriff's Office, Emergency Management Unit

Region-2 Homeland Security Project

Region 2 will sustain current capabilities in Public Information and Warning and increasing citizen awareness and participation. Citizen response core is a priority in all counties.

Activities will include:

- 1) Sustain all-hazards disaster preparedness outreach, training, planning and exercise.
- 2) Update and expand the Region 2 Interoperable Communications Plan
- 3) Upgrade and enhance communication systems throughout the region. Equipment will be replaced as identified and all communications investments will align with the Statewide Communication Interoperable Plan (SCIP) and will be coordinated with the Statewide Interoperability Coordinator (SWIC).
- 4) Maintain EOC readiness through equipment and technology upgrades and maintenance and ongoing exercises.
- 5) Sustain first responder and special teams equipment and training.

AGREEMENT AMOUNT \$76,992

AMOUNT

LETPA \$16,046.00

21% of the agreement total

PERSONNEL \$42,788.00

56% of the agreement total

BUDGET

AMOUNT

SUBPROJECT #1 \$21,394.00

SUBPROJECT #2 \$23,396.00

SUBPROJECT #3 \$16,046.00

SUBPROJECT #4 \$7,000.00

SUBPROJECT #5 \$5,307.00

M&A \$3,849.00

SUBTOTAL \$76,992.00

INDIRECT \$0.00

TOTAL \$76,992.00

SUBPROJECT #1 Planning: Response, Recovery, Mitigation, and Preparedness

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Planning	SOLUTION AREA					TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	
Long-term Vulnerability Reduction	\$10,697.00	\$10,697.00	\$0.00	\$0.00	\$0.00	\$21,394.00

WHY IS THE WORK NEEDED?

GAP identified

Clallam County's Five Operational Areas do not have geographically specific resource inventories to expedite response capabilities and reduce their vulnerabilities created by isolation during emergencies and disasters.

CAPABILITY sustained or enhanced

This investment enhances the Planning and Long-term Vulnerability Reduction capabilities by increasing awareness and inventorying the resource lifelines in each operational area.

ACTIVITIES TO BE PERFORMED

- Coordinate trainings on executing response capabilities, and resource inventorying
- Develop documents and forms to use across the operational areas

ASSOCIATED DELIVERABLES/OUTPUTS

- Resource lifelines confirmed for each operational area
- A consistent operational area inventory system is functioning for each of the five areas
- Memorandum of understanding documents are completed

DESIRED OUTCOMES

During local events, emergencies, and mega-disasters the Five Operational Areas are easily able to access lifeline resources and expedite any response needed to save lives and reduce harm.

SUBPROJECT #2 Community Resilience**PRIMARY CORE CAPABILITIES BEING ADDRESSED**

Community Resilience

		SOLUTION AREA				
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL	
\$10,697.00	\$10,697.00	\$0.00	\$2,000.00	\$0.00	\$23,394.00	

WHY IS THE WORK NEEDED?**GAP identified**

- Community resilience is impacted by many gaps, which include: limited volunteer responders, small number of communities completing Map Your Neighborhood, not enough community members have general preparedness information, there are not enough individual/group response training, and a lack of available business preparedness training.
- Geography of the county limits teams from forming. In many cases, multiple trainings have to be offered to ensure enough volunteers can form a team.
- Medical Reserve Corps participation isn't as strong as it used to be.

CAPABILITY sustained or enhanced

This investment enhances the Community Resilience capability by building stronger citizen response teams, and a general public more prepared to take care of themselves, their family and neighbors in an emergency.

ACTIVITIES TO BE PERFORMED

- Conduct outreach efforts through town forums, community workshops, Map Your Neighborhood (neighborhoods, vertical neighborhoods, atypical zones and businesses), CPOD team trainings, and other volunteer responder and recovery trainings.
- Conduct at least one exercise with Northwest Health Response Network.
- Continue to coordinate with other whole community partners to engage the community in "out of the box" ways.
- Offer additional trainings.

ASSOCIATED DELIVERABLES/OUTPUTS

- Increased number of Map Your Neighborhood trained neighborhoods.
- Increased CERT trained citizens and Teams in place.
- Increased Medical Reserve Corps members.
- Additional CPOD trainings leading to more people trained to operate a CPOD.
- Double the number of Earthquake and Tsunami town forums in 2019.
- At least one Reverse CPOD trainings per year.
- Increased citizen and business readiness and resiliency by 10%.

DESIRED OUTCOMES

- Mission of "Being prepared" is the social norm in Clallam County.
- The Medical Reserve Corps capacity and capability is incorporated into Clallam County.
- Connections are made across multiple community partners with benefits to each and ultimately greater community resilience following a disaster.

SUBPROJECT #3 On-Scene Security and Protection

PRIMARY CORE CAPABILITIES BEING ADDRESSED

On-scene Security, Protection, and Law Enforcement
Operational Coordination

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$10,046.00	\$6,000.00	\$0.00	\$16,046.00

WHY IS THE WORK NEEDED?

GAP Identified

- First responders need additional protection and training. Currently, their equipment is not up-to-date, and their training does not reflect the most current threats and hazards.

CAPABILITY sustained or enhanced

This investment sustains the Operational Coordination and On-scene Security, Protection, and Law Enforcement capabilities by providing life-saving operational capability for Clallam residents.

ACTIVITIES TO BE PERFORMED

- Purchase of goods and services for on-scene life-saving activities (to be clarified at another date)
- Coordinate training opportunities for first responders (to be clarified at another date)

ASSOCIATED DELIVERABLES/OUTPUTS

First responders are supplied with on-scene life-saving goods and services and associated training opportunities are arranged for staff.

DESIRED OUTCOMES

Law enforcement response is ready to respond in the case of domestic/international terrorism at field command posts and on-scene field situations.

ASSOCIATED DELIVERABLES/OUTPUTS

- Increased number of Map Your Neighborhood trained neighborhoods.
- Increased CERT trained citizens and Teams in place.
- Increased Medical Reserve Corps members.
- Additional CPOD trainings leading to more people trained to operate a CPOD.
- Double the number of Earthquake and Tsunami town forums in 2019.
- At least one Reverse CPOD trainings per year.
- Increased citizen and business readiness and resiliency by 10%.

DESIRED OUTCOMES

- Mission of "Being prepared" is the social norm in Clallam County.
- The Medical Reserve Corps capacity and capability is incorporated into Clallam County.
- Connections are made across multiple community partners with benefits to each and ultimately greater community resilience following a disaster.

SUBPROJECT #3 On-Scene Security and Protection**PRIMARY CORE CAPABILITIES BEING ADDRESSED**

On-scene Security, Protection, and Law Enforcement

Operational Coordination

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$10,046.00	\$6,000.00	\$0.00	\$16,046.00

WHY IS THE WORK NEEDED?**GAP Identified**

- First responders need additional protection and training. Currently, their equipment is not up-to-date, and their training does not reflect the most current threats and hazards.

CAPABILITY sustained or enhanced

This investment sustains the Operational Coordination and On-scene Security, Protection, and Law Enforcement capabilities by providing life-saving operational capability for Clallam residents.

ACTIVITIES TO BE PERFORMED

- Purchase of goods and services for on-scene life-saving activities (to be clarified at another date)
- Coordinate training opportunities for first responders (to be clarified at another date)

ASSOCIATED DELIVERABLES/OUTPUTS

First responders are supplied with on-scene life-saving goods and services and associated training opportunities are arranged for staff.

DESIRED OUTCOMES

Law enforcement response is ready to respond in the case of domestic/international terrorism at field command posts and on-scene field situations.

CAPABILITY sustained or enhanced

- Enhance capabilities to deliver commodities, equipment and services as well as evacuations via air and waterways.
- Enhance communication capability and timeliness between the EOC-IMT and the Clallam County Disaster Air Response Team (DART).
- Enhance communication capability and timeliness between the EOC-IMT and our private, public and Federal waterway assets on information sharing and operation coordination.

ACTIVITIES TO BE PERFORMED

- Exercise to test the capability gaps.
- Implement After Action Reviews with Improvement Action Plans
- Test the operational communications with local private, public and Federal waterway assets

ASSOCIATED DELIVERABLES/OUTPUTS

Enhanced operational coordination and communications practice between DART and EOC.

DESIRED OUTCOMES

Enhance timeliness and quality of interoperable communications between the EOC-IMT and its partners from the air (DART) and the sea (Private Boat Industries, Public Boat Industries, the USCG and the US Navy).

REVISED 19SHSP TIMELINE

Clallam County Sheriff's Office, Emergency Management Unit

DATE	TASK
September 1, 2019	Grant Agreement start date
NLT December 31, 2019	Complete National Cybersecurity Review (NSCR)
January 1, 2020	Estimated date work scheduled for one or more Subprojects
NLT January 31, 2020	Submit proof of NCSR completion
NLT April 30, 2020	Submit Reimbursement Request and Progress Report
NLT July 31, 2020	Submit Reimbursement Request and Progress Report
NLT October 31, 2020	Submit Reimbursement Request and Progress Report
NLT January 31, 2021	Submit Reimbursement Request and Progress Report
NLT April 30, 2021	Submit Reimbursement Request and Progress Report
NLT July 31, 2021	Submit Reimbursement Request and Progress Report
NLT October 31, 2021	Submit Reimbursement Request and Progress Report
NLT January 31, 2022	Submit Reimbursement Request and Progress Report
NLT April 30, 2022	Submit Reimbursement Request and Progress Report
~~August 31, 2021~~	
May 31, 2022	Grant Agreement end date
~~October 15, 2022~~	
July 15, 2022	Submit Final Reimbursement Request and Closeout Report

HSGP Performance Period: September 1, 2019 to August 31, 2022



6
7/19/21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 07/19/21

REGULAR AGENDA ☒ **Meeting Date:** 07/27/21

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-21-01 | |
| ☐ Resolution | ☐ Proclamation | ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal Agreement with Washington State Department of Ecology for the Solid Waste Management Community Litter Cleanup Program funding. This agreement is for the period 07/01/21 through 06/30/23. It provides \$103,200 additional funding in support of the Sheriff's Office ongoing litter and illegal dump cleanup and prevention project.

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

The total funding amount of the agreement will be spent in FY2021 and FY2022. The reimbursement for salary and benefit costs of the litter cleanup crew supervisor position will be reimbursement into the General Fund Balance as the position is fully funded in the Sheriff's Jail budget. The reimbursement for tools and equipment costs will be a supplement to the litter cleanup crew section in the 00100.815 Jail budget.

Recommended action:

Recommend approval by the Board and signature by the Chair.

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

Name of Employee/Stakeholder attending meeting: Sgt Don Wenzl and CD Alice Hoffman

Relevant Departments: Sheriff's Office

Date submitted: 07/13/21

* 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)



DEPARTMENT OF *Contract # 815-21-01*
ECOLOGY
State of Washington

Agreement No. SWMCLCP-2123-CICoSO-00069

SOLID WASTE MANAGEMENT COMMUNITY LITTER CLEANUP PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY SHERIFF'S OFFICE

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 Sheriff's Office, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam Co SO
Total Cost:	\$143,591.00
Total Eligible Cost:	\$103,200.00
Ecology Share:	\$103,200.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	CLCP Grant

Project Short Description:

Litter and Illegal Dump Cleanup and Prevention Project

Project Long Description:

To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations. The recipient shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth herein.

Overall Goal:

To remove litter and illegally dumped material from roadways and other public lands throughout Clallam County.

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

RECIPIENT INFORMATION

Organization Name: Clallam County Sheriff's Office

Federal Tax ID: 91-6001298

DUNS Number: 075739235

Mailing Address: 223 E 4th St Ste 12
Port Angeles, WA 98362-3015

Physical Address: 223 E 4th St Ste 12
Port Angeles, Washington 98362-3015

Organization Email: dwenzl@co.clallam.wa.us

Contacts

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

Project Manager	Don Wenzl Sergeant 223 E. 4th Street Suite 12 Port Angeles, Washington 98362 Email: dwenzl@co.clallam.wa.us Phone: (360) 417-2566
Billing Contact	Don Wenzl Sergeant 223 E. 4th Street Suite 12 Port Angeles, Washington 98362 Email: dwenzl@co.clallam.wa.us Phone: (360) 417-2566
Authorized Signatory	Don A Wenzl Sergeant 223 E. 4th Street Suite 12 Port Angeles, Washington 98362 Email: dwenzl@co.clallam.wa.us Phone: (360) 417-2566

State of Washington Department of Ecology
Agreement No: SWMCLCP-2123-CICoSO-00069
Project Title: Clallam Co SO
Recipient Name: Clallam County Sheriff's Office

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	* Ariona PO Box 47775 Olympia, Washington 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 407-6351
Financial Manager	* Ariona PO Box 47775 Olympia, Washington 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 407-6351

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

Clallam County Sheriff's Office

By: _____

By:  7-13-2021

Laurie Davies _____ Date

Don A Wenzl _____ Date

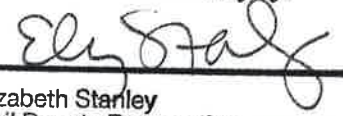
Solid Waste Management

Sergeant

Program Manager

Template Approved to Form by
Attorney General's Office

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

W.L. Benedict

W.L. Benedict

7-13-21

Clallam County Sheriff

Date

Mark Ozias

Chair of Clallam County Board of
Commissioners

Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$99,200.00

Task Title: Litter Pickup and Illegal Dump Cleanup

Task Description:

The RECIPIENT will partner with the Public Works Roads Department to clean county roadways, which are a first priority for litter pickup. The RECIPIENT litter crew will target selected roadways and controlled areas by request and agreement with municipal, county, state, and federal agencies. The litter crew is comprised of four to five Clallam County Corrections Facility minimum and medium security level inmates who are supervised by an experienced Corrections Deputy. The litter crew works a minimum of four days per week, six to eight hours per day. Actual work time varies depending on travel time, team preparation and safety, and security factors. The Deputy schedules and coordinates daily activities for the work crews in coordination with the Project Coordinator, Law Enforcement representatives, citizen reports, and other agency representatives.

The RECIPIENT is responsible for all safety training and ensuring the use of proper safety equipment and gear. The crew supervisor is responsible for training, instruction, and oversight of crew members. This includes safety practices, procedures, work-zone safety, traffic control, productivity, and data collection. Each inmate receives a handbook outlining the program rules and safety guidelines. Signs and cones are used to ensure the safety of the workers in traffic areas.

The litter crew is responsible for loading and transporting the litter and illegally dumped material to the transfer station for disposal, except in situations of excessive quantities and/or large items. In these situations, the RECIPIENT will coordinate with the Road Maintenance Supervisor or Crew Foreman for pick up and transport by the Roads Department.

Eligible costs include:

- Supervisor salaries and benefits
- Equipment, tools and supplies
- Vehicle fuel and maintenance (Note: you may not charge for general equipment rental and revolving fund ER&R charges.

Refer to CLCP Guidelines for details.)

- Training costs with approval
- Disposal costs
- Administrative costs (not to exceed 10% of total grant amount)

Community Investments:

- This project has the support and approval of the local Solid Waste Advisory Committee.
- The RECIPIENT will provide the overall management, organization, corrections crews, transportation, training, and vehicle related expenses to transport the corrections crews.
- The City of Port Angeles, the owner/operator of the landfill/transfer station, waives all tipping fees.
- Local businesses contribute boots, sweaters, hats, coats, gloves, socks, and other supporting goods and services at cost or substantially reduced rates.
- The Clallam County Roads Department assists in picking up large quantities of litter and illegally dumped material and transporting it to the landfill.
- The Sheriff's Office investigates litter complaints and dumpsites, writes citations, and enforces litter and illegal dumping laws.

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

Task Goal Statement:

To remove litter and illegally dumped material from roadways and other public lands throughout Clallam County.

Task Expected Outcome:

- 500 miles of road, 40 acres, and 200 illegal dumpsites cleaned.
- 25,000 pounds of litter, 80,000 pounds of illegal dump material, and 1,200 pounds of recycling collected.
- 15,600 hours worked.

Recipient Task Coordinator: Don Wenzl**Litter Pickup and Illegal Dump Cleanup****Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	6-30-23

Agreement No: SWMCLCP-2123-ClCoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

SCOPE OF WORK

Task Number: 2

Task Cost: \$4,000.00

Task Title: Tools and Trucks

Task Description:

To purchase two Stihl Rescue Chain Saws. These saws will allow the crews to tear apart large items at illegal dumpsites. These saws are also ideal in dismantling abandoned Recreation Vehicles, which is an increasing problem in Clallam County.

Task Goal Statement:

To purchase two Stihl Rescue Chain Saws for dismantling large items found at illegal dumpsites.

Task Expected Outcome:

Purchase two Stihl Rescue Chain Saws.

Recipient Task Coordinator: Don Wenzl**Tools and Trucks****Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	6-30-23

BUDGET

Funding Distribution EG210316

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: Clallam County SO
 Funding Effective Date: 07/01/2021
 Funding Source:

Funding Type: Grant
 Funding Expiration Date: 06/30/2023

Title: Waste Reduction, Recycling, and Litter Control Account (WRRICA) 2123

Fund:

Type: State

Funding Source %: 100%

Description: Community Litter Cleanup Program

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Clallam County SO	Task Total
Litter Pickup and Illegal Dump Cleanup	\$ 99,200.00
Tools and Trucks	\$ 4,000.00

Total: \$ 103,200.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam County SO	0.00 %	\$ 0.00	\$ 103,200.00	\$ 103,200.00
Total		\$ 0.00	\$ 103,200.00	\$ 103,200.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Grant administrative costs are limited to 10 percent of grant approved expenditures, excluding Tools and Trucks. Administrative costs for Tools and Trucks are not allowed under this grant program.

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.

Ecology will conduct a risk assessment of all Community Litter Cleanup Program recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the recipient's performance or project circumstances change, Ecology may reassess risk and notify the recipient of any changes to administrative requirements.

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

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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 \$25,000 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 DUNS number, at www.fsrs.gov <http://www.fsrs.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

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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 AS OF LAST UPDATED 7-1-2019 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/1701004.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 reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts 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:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff 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 archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, 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

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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)

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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.

Agreement No: SWMCLCP-2123-CICoSO-00069

Project Title: Clallam Co SO

Recipient Name: Clallam County Sheriff's Office

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.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 07/13/21

Budget Hearing/Meeting Date: 08/31/21

- ☒ **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.	0100.815	Budget Name	Sheriff - Jail
--------------------------	----------	-------------	----------------

REVENUE/SOURCE

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.815	Sheriff – Jail	33403.10.0010	Litter Clean-Up Agreement Grant	31,000
Total				31,000

EXPENDITURES

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.815	Sheriff – Jail	59423.64.0010	Machinery and Equipment	2,000
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	29,000
Total				31,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement from Washington State Department of Ecology Solid Waste Management Community Litter Cleanup Program Agreement for FY2021 litter cleanup crew supervisor and tool costs. The remainder of the funding will be spent and reimbursed in FY2022.

County Official Approval: _____

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



7
7/19/21

AGENDA ITEM SUMMARY

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

Department: Public Works/HHS-EH

WORK SESSION ☒ **Meeting Date: 7/19/2021**

REGULAR AGENDA ☒ **Meeting Date: 7/27/2021**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Public Works in coordination with the cities of Forks, Port Angeles, Sequim, and the Solid Waste Advisory Committee completed a review and update of the Clallam County Solid Waste Management Plan (SWMP), required every five years. The final draft is the 2021 Clallam County Solid Waste Management Plan. The cities of Forks, Port Angeles, and Sequim have passed resolutions supporting the SWMP.

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?)
Please sign the resolution to adopt the Clallam County Solid Waste Management Plan.

County Official signature & print name: *Ross Tyler*, Ross Tyler P.E.

Name of Employee/Stakeholder attending meeting: *Jenae Carlson, Megan Vecker*

Relevant Departments: Public Works, HHS-EH

Date submitted: 7/14/2021

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



RESOLUTION _____, 2021

ADOPTING THE 2021 SOLID WASTE MANAGEMENT PLAN

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Washington State Legislature, pursuant to the provisions of Chapter 70A.205 Revised Code of Washington (RCW), enacted legislation to establish a comprehensive statewide program for solid waste handling and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of this state.
2. Pursuant to the provisions of Chapter 70A.205 RCW, each County within the state, in cooperation with the various cities located within such County, shall prepare a coordinated, comprehensive solid waste management plan.
3. Pursuant to the provisions of Chapter 70A.205 RCW and the Regional Solid Waste Export and Transfer System Interlocal Agreement between the cities of Port Angeles and Sequim and the County, the following governmental entities have agreed among themselves by actions of the governing authorities of the respective parties that there should be only one solid waste management plan to encompass the entirety of Clallam County:

City of Port Angeles, a municipal corporation
City of Sequim, a municipal corporation
City of Forks, a municipal corporation.

4. Pursuant to Chapter 70A.205 RCW the Clallam County Solid Waste Advisory Committee and Solid Waste Staff have revised the Clallam County Solid Waste Management Plan.

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

1. Adopts the 2021 Update of the Clallam County Solid Waste Management Plan for the management of solid waste in Clallam County.

PASSED AND ADOPTED this _____ day of _____ 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

8
7/19/21



AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 07/19/2021

REGULAR AGENDA ☒ **Meeting Date:** 07/27/2021

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:

In 1993, due to changes in the regulations regarding the disposal of septage waste, the City of Sequim, and the County entered into the attached interlocal agreement (ILA) that would provide for a lower cost alternative to hauling septage waste out of the County for disposal. The evolution of other disposal options soon rendered this ILA moot and it was never used. The City of Sequim is seeking County concurrence to terminate this agreement per paragraph 8 sub (a) "This agreement shall terminate...by mutual agreement of the City and the County." The City has proposed a joint resolution for consideration by the County (attached).

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

None

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

That the Board reviews, approves and signs this resolution terminating this interlocal agreement.

County Official signature & print name: , Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 07/14/2021

* 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)

AA 2019 Agenda IS Master

Revised: 3-04-2019



152 W. Cedar Street, Sequim, WA 98382
P11 (360) 683-4139 FAX (360) 681-3448

June 22, 2021

Board of Clallam County Commissioners
Attn: Loni Gores, Clerk of the Board
223 East 4th Street
Port Angeles WA 98362

By email transmission only to: agores@co.clallam.wa.us

Re: Interlocal Agreement for Septage Treatment and Disposal (1993)

Dear Ms. Gores:

As you know, the utilities managers and the attorneys for the City of Sequim and the Board of County Commissioners are in agreement that a never-utilized 1993 Interlocal Agreement between the two agencies regarding septage treatment and disposal is obsolete and should be terminated.

Enclosed is a proposed joint resolution that we suggest be presented to the Board and the City Council to formally terminate this ILA. Please have the civil deputy look it over to see if it meets the County's needs. We are happy to revise it, if necessary. If no changes are needed, please present it to the Board at your earliest opportunity and send it back to us so we can do the same with the City Council.

I look forward to hearing back from you.

Sincerely,

Erika Hamerquist
Paralegal

Enc: as stated

**JOINT RESOLUTION OF
THE CITY OF SEQUIM AND
THE CLALLAM COUNTY BOARD OF COMMISSIONERS**

IN THE MATTER OF THE TERMINATION OF A 1993 INTERLOCAL AGREEMENT REGARDING SEPTAGE TREATMENT AND DISPOSAL	Clallam County Board of Commissioners Resolution No. _____ Sequim City Council Resolution No. _____
---	--

WHEREAS, in 1993 the City of Sequim and Clallam County entered into an Interlocal Agreement (ILA) in which the County proposed to pay to modify the City's sewer treatment facility so that residential systems outside Sequim's city limits but within the boundaries of the Sequim School District could utilize that facility for treatment and disposal of septage; and

WHEREAS, no such modifications to the City's treatment facility ever occurred; and

WHEREAS, in the intervening decades the City and County have entered other agreements regarding septage outside city limits that remain in effect; and

WHEREAS, the terms of the 1993 ILA state that it can only be terminated by mutual agreement of the City and County; and

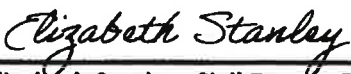
WHEREAS, if the 1993 ILA is not being utilized or intended to be utilized, it is good governance to terminate it; and

WHEREAS, the City and the County mutually agree that the 1993 ILA should be terminated;

NOW, THEREFORE, the governing bodies of the City of Sequim and Clallam County RESOLVE AS FOLLOWS: The attached Interlocal Agreement signed on December 2, 1993 is TERMINATED BY MUTUAL AGREEMENT OF THE PARTIES, effective upon the last date of adoption below.

CLALLAM COUNTY BOARD OF COMMISSIONERS

ADOPTED at the regular meeting of the Board of County Commissioners on the ____ day of _____, 2021.

Approved as to form:  Elizabeth Stanley, Civil Deputy Prosecutor	 COMMISSIONER MARK OZIAS COMMISSIONER RANDY JOHNSON COMMISSIONER BILL PEACH
ATTEST: Loni Gores, Clerk of the Board	

CITY COUNCIL OF SEQUIM, WASHINGTON

ADOPTED at the regular meeting of the Sequim City Council on the ____ day of _____, 2021.

MAYOR WILLIAM ARMACOST, as authorized
by the City Council

Approved as to form:

Kristina Nelson-Gross, City Attorney

ATTEST:

Sara McMillon, City Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into and between CLALLAM COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the County, and THE CITY OF SEQUIM, a municipal corporation, hereinafter referred to as City.

WHEREAS, the County is faced with a public emergency regarding treatment of septage within Clallam County;

WHEREAS, the citizens of the County are desirous of reducing costs and increasing disposal options for septage;

WHEREAS, the City owns and operates a sewer treatment facility which could be modified to handle and treat septage; and

WHEREAS, the City and County would like to work cooperatively to address the public health emergency.

NOW, THEREFORE, the County and City make the following agreement:

1. Septage from residential systems within the boundaries of the Sequim School District shall be accepted and treated at the Sequim Sewer Treatment facilities if modified to accommodate septage disposal.

2. The cost of any modifications necessary to the Sequim sewer treatment facility shall be born entirely by the County. Planning, engineering, financing, permitting and any other matter necessary to plan and construct septage disposal facilities shall be the financial and logistical responsibility of the County; the City shall have final approval of plans and designs and oversee any modification needed to the treatment facilities.

3. By execution of this agreement, the city authorizes the county, its officers, employees and agents to have access to city property and facilities in order to facilitate the County's responsibilities under paragraph (2) above. To the greatest extent possible, the County shall give the City prior oral notification of its intention to access City property or facilities.

4. Upon completion of the modification to the City property to handle septage disposal, maintenance, operation and replacement shall be the responsibility of the City and the County shall have no financial responsibility, provided however that this agreement shall not be deemed to modify the responsibility of either party under any federal or state law relating to haz-

ardous waste.

5. Nothing herein shall be deemed to inhibit the cities ability to freely use any enhancement constructed for the disposal of septage from any source.

6. The parties understand and agree that a reasonable fee will be charged for the use of the septage processing and septage disposal system, and that such fee and the manner of collection of any such fee will be initially established and modified from time to time at the discretion of the City with input from a County representative. Fees to be retained by the City of Sequim.

7. The County and the City covenant that it is the intent of both parties and the intent of this agreement to comply with all Federal and State laws, regulations and court orders. With the intent of effectuating that understanding, notwithstanding any other provision in this contract, the City of Sequim reserves the right to unilaterally rescind this agreement if, and only if, such rescission is necessary to the City's compliance with any such Federal or State laws, regulations or court orders.

8. Except as provided in paragraph (7) hereinabove, This agreement shall terminate only under the following circumstances:

a. By mutual agreement of the City and County.

CITY OF SEQUIM

By:

Mayor

Edward Beggs

Date:

12/2/93

ATTEST:

Lonna L. Muirhead
City Clerk

Approved as to Form

[Signature]
City Attorney

CLALLAM COUNTY

By:

Chair, Board of County
Commissioners

Dave Cameron

Date:

December 2, 1993

ATTEST:

Karen Flores
Clerk of the Board

Approved as to Form

[Signature]
Deputy Prosecuting Attorney



AGENDA ITEM SUMMARY

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

9
7/19/21

Department: DCD

WORK SESSION ☒ Meeting Date: 7.19.2021

REGULAR AGENDA ☒ Meeting Date: 7.27.2021

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 Cosignatory to grant agreement |

Documents exempt from public disclosure attached: ☐

Executive summary:

Earlier this year, the Board of County Commissioners signed a grant agreement with Recreation and Conservation Office to become the grant's co-sponsors with Jamestown S'Klallam Tribe. JST has requested a scope change to purchase a parcel from a willing landowner. RCO requires that BOCC sign the amendment. To improve both Clallam County's Dungeness floodplain restoration project, future operation and maintenance of the levee, and the Jamestown S'Klallam Tribe's River's Edge project, we will reconfigure some of the property lines and write easements. Doing so also clarifies Clallam County's operation and maintenance responsibilities for the levee. Adding Clallam County to the grant as a co-sponsor ("Special Provision 2, Clallam County as secondary sponsor") helps to streamline the process for the granting agency (in this case, the Recreation and Conservation Office), Jamestown S'Klallam Tribe, and Clallam County.

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 budget action required.

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

County Official signature & print name: Mary Ellen Winborn Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Roads

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

Agenda item summary for amended RCO agreement

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

Revised: 3-04-2019

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

DEPARTMENT: DCDDATE: 6.29.2021

Legal action requested or question you desire to be answered:

Please review and, if appropriate, approve for signature the attached language that amends an agreement to add Clallam County as a co-sponsor on a grant managed by the Jamestown S'Klallam Tribe. The BOCC signed the agreement earlier this year. However, in its signing the Tribe did not date the signature. Additionally, the Jamestown Tribe has amended the scope to include a land purchase from a willing landowner and both co-sponsors signatures are required for the scope change. It is Amendment #8 because the Tribe has amended the agreement in the past, prior to the County becoming co-sponsor. Below are the references to changes from the agreement first signed by BOCC:

1. Time Extension
 - a. Page 1- Period of Performance, first sentence..."The period of performance begins on January 19, 2018 (project start date) and ends on December 31, 2021 (project end date).
2. Co-Sponsor
 - a. Page 3-This language remains the same as the original amend 8, and remains in this one also since RCO never completed the process the first time we went through this process. The commissioners have seen this language and approved it during the first process, but is folded back into this process because RCO did not complete the first process because the document lacked a written in date.
3. Change in Scope of Work
 - a. Page 6-Added Property Savage (Worksite #2, River Miles 0-11), this is the 3.1 acres we are currently working to acquire from the willing landowner.
4. Limited Waiver of Sovereign Immunity-Specific to Jamestown S'Klallam Tribe
 - a. Page 24, this section was added during the prior Amendment process which the commissioners have seen, but is folded back into this process because RCO did not complete the first process because the document lacked a written in date.

Please give me a call if you have questions. Phone is 360.912.5995. Thank you.

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes [] No [x]
- Have you previously submitted subcontracts under the grant or contract for review? Yes [] No [x]

Legal action needed by: ASAP

Please attach any materials necessary or helpful to the attorney in accomplishing this request. Cathy Lear 360.912.5995
Official Requesting Action Ext.

PROSECUTING ATTORNEY USE ONLY:

Referring Dept. DCD
Date Received 6/29/21
Opinion Rendered 7/8/21 EAS
Reviewed by MBN _____



Project Sponsor: Jamestown S'Klallam Tribe**Project Number:** 16-1367C**Amendment:** 8**Project Title:** Dungeness Floodplain Restoration- Kinkade Phase**Approval Date:** 01/31/2018

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office 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 Jamestown S'Klallam Tribe (Sponsor, and primary Sponsor), 1033 Old Blyn Hwy, Sequim, WA 98382, Clallam County (Sponsor, and secondary 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.

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.

The identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) enter into this project agreement on behalf of the Sponsor(s), (2) enter any amendments thereto on behalf of the Sponsors. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments to Agreement Section.

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

This project is an acquisition/planning project. The overall goal is to purchase (fee-simple), restore, and forever conserve over 16 acres of floodplain habitat within the lower 11 miles of the Dungeness River near Sequim, WA. The project will also begin restoration design to set back a levee to allow for greater floodplain connection. Habitats including active channel, side channels, connected and disconnected floodplain and floodplain forest will be restored by removal of hard-armoring and levee structures. The combined ecosystem restoration and conservation actions will benefit ESA -listed Chinook, bull trout, summer chum, and steelhead, along with coho, pinks, and fall chum.

Recovery of sustainable, harvestable runs of salmon on the Dungeness is a cultural and economic priority of the Tribe and this project is an important step towards that goal. As a multi-benefit floodplain restoration project that will restore habitat, reconnect floodplain, reduce flood-risk, reduce maintenance costs for publicly owned facilities, create a healthier floodplain ecosystem and increase recreational opportunities just minutes from Sequim, the project benefits the entire community and region. Removal of infrastructure and hard armoring from the channel and floodplain will allow for natural habitat forming processes to resume in this degraded reach. Juvenile salmon need access to floodplains, natural bank vegetation, and diverse river habitats for refuge and feeding.

PERIOD OF PERFORMANCE

The period of performance begins on January 19, 2018 (project start date) and ends on December 31, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

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

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

For the acquisition portion of this project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

Where conflicts may exist between this section and other sections of the agreement, the latter shall apply.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$1,136,826.00. 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 - Puget Sound Acq. & Restoration	74.95%	\$1,002,452.00	State
SRFB - Salmon State Projects	10.05%	\$134,374.00	State
Project Sponsor	15.00%	\$200,617.00	
Total Project Cost	100.00%	\$1,337,443.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions of the Recreation and Conservation Office.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all applicable federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

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

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement all applicable RCO WACs and funding board 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:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5
- Salmon Recovery Grants - Manual 18

Any applicable tribal preference laws may otherwise apply for a Sponsor that is a federally recognized Indian Tribe provided such preference laws are consistent with federal law.

SPECIAL CONDITIONS

Special Condition #1: Cultural Resources-Survey Required

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

Special Condition #2: Clallam County as Secondary Sponsor

Jamestown S'Klallam Tribe has amended the agreement to add Clallam County as a secondary sponsor to the project for the purposes of conveying a property interest to Clallam County in order to facilitate the levee setback project on the Dungeness Valley Creamery property.

Special Condition #3: This Tribal Grant Agreement replaces the original Funding Board Project Agreement. The original Funding Board Project Agreement, with an approval date of September 25, 2017 and Effective Date of February 28, 2018, was signed by signed by Annette Nesse (Sponsor) on February 26, 2018 and Tara Galuska (RCO) on February 28, 2018. The new Tribal Grant Agreement terms and conditions becomes effective on the date of amendment signature of the managing agency. Work performed before this date must comply with the terms and conditions of the original Funding Board Project Agreement.

AGREEMENT CONTACTS

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

Sponsor Project Contact

LaTrisha Suggs
Restoration Planner
1033 Old Blynn Hwy
Sequim, WA 98382
lsuggs@jamestowntribe.org

RCO Contact

Kat Moore
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kathryn.moore@rco.wa.gov

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

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.

The following are part of this agreement and attached herein:

A. Exhibit A: Insurance

EFFECTIVE DATE

This Agreement, for project 16-1367, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

Jamestown S'Klallam Tribe

By: _____

Date: _____

Name (printed): _____

Title: _____

Clallam County

By: _____

Date: _____

Name (printed): _____

Title: _____

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

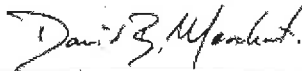
State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: 
Assistant Attorney General

Date: 06/01/2021

Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C

Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Allen (Worksite #1, Kincade Floodplain)

Property: Billes (Worksite #1, Kincade Floodplain)

Property: Caldero (Worksite #1, Kincade Floodplain)

Property: Dickinson Parcel (Worksite #1, Kincade Floodplain)

Property: Krebsbach (Worksite #1, Kincade Floodplain)

Property: Murphy (Worksite #1, Kincade Floodplain)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake	0.00
Riparian	0.75
Riparian	16.52
Riparian	4.40
Riparian	5.70
Riparian	7.85
Tidelands	0.00
Uplands	0.00
Uplands	5.25
Wetlands	0.00
Existing structures on site:	No structures on site
Existing structures on site:	Structures to be demolished

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:

A SFR, garage, and shed will be moved, salvaged, or demolished. Reuse and recycling will be emphasized.

Buildings / structures to be demolished:

It is unknown if a permanent structure(s) will be on the property at closing. All structures will be removed along with all utilities.

Buildings / structures to be demolished:

One 100 square ft home, built 1969.

Buildings / structures to be demolished:

Remnants of a small shed (age unknown), Associated hard armoring and infrastructure/utilities

Environmental Audits**Fencing (Acq)**

Number of linear feet of fencing to be built: 100

Noxious weed control

Acres treated for noxious weeds by method:
Mechanical 0.25

Relocation**Signs (Acq)**

Number of permanent signs that identify site and funding partners: 3000

Stewardship plan**Survey (Acq)****Administrative Costs (Acq)****Administrative costs (Acq)**

Property: Dungeness Valley Creamery (Worksite #2, River Miles 0-11)

Property: McLane Wallacker Trust (Worksite #2, River Miles 0-11)

Property: Savage (Worksite #2, River Miles 0-11)

Real Property Acquisition**Land**

Acres by Acreage Type (fee simple):

Riparian 24.20

Riparian 3.10

Riparian 67.00

Existing structures on site: No structures on site

Incidentals**Appraisal****Appraisal Review****Boundary line adjustment****Closing, Recording, Taxes, Title****Cultural resources (Acq)****Demolition**

Buildings / structures to be demolished: TBD

Environmental Audits**Fencing (Acq)**

Number of linear feet of fencing to be built: 100

Relocation**Signs (Acq)**

Number of permanent signs that identify site and funding partners: 1

Stewardship plan**Survey (Acq)****Administrative Costs (Acq)****Administrative costs (Acq)****Planning Metrics****Worksite #1, Kincade Floodplain**

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Coho

Targeted species (non-ESU species):
Area Encompassed (acres) (B.0.b.1):
Miles of Stream and/or Shoreline Affected (B.0.b.2):
Miles of Stream and/or Shoreline Treated or Protected (C.0.b):
Project Identified In a Plan or Watershed Assessment (C.0.c):

Salmon-unidentified ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Bull Trout, Cutthroat, Rainbow, Searun Cutthroat
0.0
0.00
1.00
National Marine Fisheries Service, 2006, Recovery Plan for the Puget Sound Chinook Salmon (*Oncorhynchus tshawytscha*), National Marine Fisheries Service, Northwest Region. Seattle, WA. Dungeness River Management Team, 2005, Dungeness Watershed Salmon Recovery Planning Notebook, Cooperative Management of Our Watershed's Resources, Coordinated by Jamestown S'Klallam Tribe and Clallam County, 1033 Old Blyn Hwy. Sequim, WA 98382 Hansi Hals and Dungeness River Restoration Work Group, 2003, Recommended Land Protection Strategies for the Dungeness Riparian Area (Dungeness Green Book), Prepared for Dungeness River Management Team. Jamestown S'Klallam Tribe, 1033 Old Blyn Hwy. Sequim, WA 98382 West Consultants, 2000, Kinkade Island levee removal, Dungeness River [Washington]: Technical Report No. 00-01, Report prepared for the Clallam County Department of Community Development, Port Angeles, WA 98362, US Bureau of Reclamation, 2003, Kinkade Island Geomorphic Assessment, Dungeness River, Washington, US Bureau of Reclamation- Prepared for Clallam County, Port Angeles WA 98362.
None

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

Worksite #2, River Miles 0-11

Targeted salmonid ESU/DPS (A.23):
Targeted species (non-ESU species):
Area Encompassed (acres) (B.0.b.1):
Miles of Stream and/or Shoreline Affected (B.0.b.2):
Miles of Stream and/or Shoreline Treated or Protected (C.0.b):
Project Identified In a Plan or Watershed Assessment (C.0.c):

Chinook Salmon-Puget Sound ESU
Bull Trout, Cutthroat
40.0
0.90
11.00
National Marine Fisheries Service, 2006, Recovery Plan for the Puget Sound Chinook Salmon (*Oncorhynchus tshawytscha*), National Marine Fisheries Service, Northwest Region. Seattle, WA. Dungeness River Management Team, 2005, Dungeness Watershed Salmon Recovery Planning Notebook, Cooperative Management of Our Watershed's Resources, Coordinated by Jamestown S'Klallam Tribe and Clallam County, 1033 Old Blyn Hwy. Sequim, WA 98382 Hansi Hals and Dungeness River Restoration Work Group, 2003, Recommen
None

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

Design for Salmon restoration

Conceptual Design (B.1.b.11.a RCO)

Project Identified in a Plan or Watershed Assessment. (2457)
(B.1.b.11.a):

National Marine Fisheries Service, 2006, Recovery Plan for the Puget Sound Chinook Salmon (*Oncorhynchus tshawytscha*), National Marine Fisheries Service, Northwest Region. Seattle, WA. Dungeness River Management Team, 2005, Dungeness Watershed Salmon Recovery Planning Notebook, Cooperative Management of Our Watershed's Resources, Coordinated by Jamestown S'Klallam Tribe and Clallam County, 1033 Old Blyn Hwy. Sequim, WA

Priority in Recovery Plan (2458) (B.1.b.11.b):

98382 Hansi Hals and Dungeness River
Restoration Work Group, 2003, Recommen
high

Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C

Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Order Appraisal Review(s)	06/01/2017	Allen property, completed
X	Order Appraisal(s)	06/01/2017	Allen property, completed
X	Environmental Assess Complete	06/19/2017	Allen property, completed
X	Recorded Land Survey to RCO	08/25/2017	Allen property, completed
X	Purchase Agreement Signed	01/01/2018	Allen property, completed
X	Project Start	01/19/2018	
X	Acquisition Closing	02/28/2018	Allen property, completed
X	Order Appraisal(s)	04/19/2018	Biles property
X	Order Appraisal Review(s)	05/16/2018	Biles property
X	Purchase Agreement Signed	06/18/2018	Biles property
X	Progress Report Due	06/30/2018	
X	Environmental Assess Complete	06/30/2018	Biles property
X	Acquisition Closing	07/31/2018	Biles property
X	Recorded Acq Documents to RCO	08/31/2018	Biles property
X	Progress Report Due	01/22/2019	
X	Annual Project Billing Due	01/22/2019	
X	Annual Project Billing Due	06/30/2019	
X	Progress Report Due	06/30/2019	
X	Progress Report Due	12/30/2019	
X	Demolition Complete	06/30/2020	Biles property
X	Progress Report Due	07/30/2020	
X	Demolition Complete	08/01/2020	Allen property
X	Progress Report Due	12/30/2020	
X	Funding Acknowl Sign Posted	05/01/2021	
	RCO Final Inspection	06/30/2021	
	Cultural Resources Complete	06/30/2021	Caldero Property (Survey Complete-2017-06-04239 RCO) Allen Property (Survey Pending 2018-12-09643 RCO)
	Annual Project Billing Due	06/30/2021	
	Applied for Permits	12/31/2021	
	Agreement End Date	12/31/2021	
	Draft Design to RCO	12/31/2021	Conceptual design for levee setback
	Final Billing Due	12/31/2021	
	Final Report Due	12/31/2021	
	Stewardship Plan to RCO	12/31/2021	
	Permits Complete	12/31/2021	

Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C
Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	11
CITATIONS, HEADINGS AND DEFINITIONS	11
PERFORMANCE BY THE SPONSOR	13
ASSIGNMENT	13
RESPONSIBILITY FOR PROJECT	13
INDEMNIFICATION	13
INDEPENDENT CAPACITY OF THE SPONSOR	14
CONFLICT OF INTEREST	14
COMPLIANCE WITH APPLICABLE LAW	14
RECORDS	15
PROJECT FUNDING	16
PROJECT REIMBURSEMENTS	16
ADVANCE PAYMENTS	17
RECOVERY OF PAYMENTS	17
COVENANT AGAINST CONTINGENT FEES	17
INCOME (AND FEES) AND USE OF INCOME	17
PROCUREMENT REQUIREMENTS	17
TREATMENT OF EQUIPMENT AND ASSETS	18
RIGHT OF INSPECTION	18
STEWARDSHIP AND MONITORING	18
ACKNOWLEDGMENT AND SIGNS	18
PROVISIONS APPLYING TO ACQUISITION PROJECTS	19
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	20
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS	20
ORDER OF PRECEDENCE	21
LIMITATION OF AUTHORITY	21
WAIVER OF DEFAULT	21
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	21
SPECIFIC PERFORMANCE	21
TERMINATION AND SUSPENSION	21
DISPUTE RESOLUTION	22
GOVERNING LAW/VENUE	24
PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES	24
SEVERABILITY	26
END OF AGREEMENT	26

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 06/09/2021.

CITATIONS, HEADINGS AND DEFINITIONS

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

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

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

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

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

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

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

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.

C.F.R. – Code of Federal Regulations

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

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

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

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. § 200.33 (2013)).

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. § 200.56 (2013)).

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

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

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 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

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

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

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

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

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

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. § 200.83 (2013) 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.

RCFB – Recreation and Conservation Funding Board

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. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in 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. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

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

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

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

ASSIGNMENT

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

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

Subject to the limitations provided in this Agreement, the Sponsor shall defend, indemnify, and hold the Recreation and Conservation Office (RCO), the Recreation and Conservation Funding Board, the Salmon Recovery Funding Board, collectively referred to herein as "the RCO"; and its officers and employees harmless from all damage, loss, 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, and subcontractors of any tier, or any persons for whom the Sponsor may be vicariously liable. If the RCO is immune from suit pursuant to a specific statutory exemption and or limitation as to the particular claim, demand(s), or suit(s) at law or equity, the Sponsor shall have no obligation to defend, indemnify or hold the RCO harmless. Should this section conflict with any other section of this Agreement, the terms of this section shall take precedence.

Provided that nothing herein shall require a Sponsor to defend or indemnify the RCO against and hold harmless the RCO from claims, demands or suits at law or equity based solely upon the negligence of the RCO, its employees and/or agents for whom the RCO 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, contractors, and subcontractors of any tier, or any persons for whom the Sponsor is vicariously liable, and (b) the RCO its employees and agents, contractors, and subcontractors of any tier or any for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor may be vicariously liable.

In the event a tribal employee files suit against the RCO for damages sustained in an occupational injury occurring while the tribal employee is performing services pursuant to this agreement, and RCO seeks indemnification by the tribe under this agreement for such a damages claim, the tribe shall waive and not assert immunity under the tribe's or the State's workers' compensation laws. The tribe's agreement not to assert its immunity under workers' compensation laws applies only to a claim by RCO for indemnification under this agreement, and does not preclude the tribe from asserting immunity or any other viable defenses to a claim by either a tribal employee or a third party.

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 applicable 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 if applicable; or any similar applicable 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).

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act; provided, however, if consistent with federal law, the applicable tribal preference laws may otherwise apply if the Sponsor is a federally recognized Indian Tribe. 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 applicable 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 applicable provisions of the rules and regulations

of the Washington State Department of Labor and Industries. However, applicable tribal wage and safety rules and preferences may otherwise apply if the Sponsor is a federally recognized Indian Tribe.

If Sponsor is a federally recognized Indian Tribe, the following shall apply: The Tribe shall provide workers compensation coverage for all of its employees in accordance with applicable tribal worker's compensation laws. To the extent grant funded employees are not subject to tribal workers compensation program coverage, they shall be covered by applicable state or federal workers compensation laws, and the Tribe shall not assert immunity under such workers compensation laws for actions brought under such laws by its employees or agents; and if such employees are not subject to state or federal workers compensation laws, the Tribe shall require employees to be insured under Employer's Contingent Liability (Stop Gap) with a minimum coverage limit of \$1,000,000 on accident and aggregate.

- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 21-02 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 21-02 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 21-02. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the 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 RCO, Sponsor understands that RCO 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 RCO to disclose and copy such

document to respond to a request under state public records laws. The Sponsor hereby agrees to release RCO 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, provided that RCO follows RCW 42.56 and applicable regulations and guidance.

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. **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, which ever 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 only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1) All approved or required activities outlined in the Agreement are done;
 - 2) On-site signs are in place (if applicable);
 - 3) A final project report is submitted to and accepted by RCO;
 - 4) Any other required documents and media are complete and submitted to RCO;
 - 5) A final reimbursement request is submitted to RCO;
 - 6) The completed project has been accepted by RCO;
 - 7) Final amendments have been processed;
 - 8) Fiscal transactions are complete, and
 - 9) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

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 applicable state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- 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 and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the 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.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

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;
- 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; and
- 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; provided, however, if consistent with federal law, the applicable tribal preference laws may otherwise apply if the Sponsor is a federally recognized Indian Tribe.

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.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide 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 has been executed, it will further stipulate and define 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.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
- 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication

ceremonies.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- G. **Hazardous Substances.**
 - 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - 3) **Hold Harmless.** Subject to the limitations provided in this Agreement, the Sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against liability, cost (including but not limited to all costs of defense and attorneys' fees) and loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the

property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents, including RCO, caused or contributed to the release or should have inquired into or disclosed relevant information to the Sponsor.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** Sponsor shall comply with the terms of this Agreement.
- B. **Perpetuity.** For acquisition projects, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO, RCO requires that the project area continue to function as intended after the period of performance in perpetuity. The ability for RCO to enforce this long-term obligation for an acquisition project shall be as prescribed in this Agreement.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all applicable federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current applicable guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

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. Applicable State law (constitution, statute);
- F. Applicable Washington Administrative Code;
- G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term or other obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and 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. § 200.340.

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 or Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE RESOLUTION

General. This Dispute Resolution section applies only to disputes between the Sponsor and RCO regarding the Parties rights and responsibilities under this Agreement, including disputes concerning any claims of the Parties for any indemnification pursuant to this Agreement for third party claims.

The parties shall, if possible, first attempt to resolve any disputes through Informal Negotiations as described below. If that is not possible or is unsuccessful, the parties shall elect to resolve the dispute through (1) a Dispute Hearing process if agreeable to both parties, or (2) binding arbitration; provided the Sponsor shall have the option to elect to resolve the dispute in state or federal court if such courts possess jurisdiction over the dispute in question.

For all of the dispute resolution methods, (1) each party shall bear its own attorney's fees and costs; and (2) during utilization of any and/or all of the mediation, arbitration and/or Dispute Hearing steps and processes, any statutes of limitation shall be tolled, and in no circumstances shall any time utilizing such steps and processes be considered when determining whether any statutes of limitation have expired.

Informal Negotiations. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other

party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above. Such closure shall not preclude continuing or later negotiations, if desired.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Dispute Hearing. 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.

A 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.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the RCO director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the dispute 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 legal authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a dispute 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, or completion of any Informal Negotiations conducted by the parties concerning the disputed action or position, whichever is later.

All fees and costs associated with the implementation of this process (excluding each party's own attorney's fees and costs) shall be shared equally by the parties.

Arbitration. In the event the Parties do not agree to resolve the dispute through a Dispute Hearing Process as set forth above, the parties shall resolve any controversy, claim or dispute concerning the making, formation, validity, obligations under, or breach of, this Agreement (Disputed Matter) through binding arbitration conducted under Judicial Arbitration and Mediation Services (JAMS) rules. Prior to invoking arbitration, the parties may agree to mediation, in which event the parties will use their best efforts to select a mediator as soon as possible. The mediator's costs and attendant costs of mediation shall be borne equally by the parties.

Either party may make a written demand for binding arbitration before a qualified arbitrator in Seattle, Washington, or at another place as the parties may agree in writing. Request for binding arbitration 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, or completion of any Informal Negotiations conducted by the parties concerning the disputed action or position, whichever is later. A qualified arbitrator will mean a person generally familiar with the subject matter of the Disputed Matter with at least five years of arbitration experience, and knowledge of federal Indian law, if federal Indian law is part of the dispute. If the parties cannot agree on a single arbitrator, a three-person arbitration panel shall be selected as follows: each party shall select an arbitration panel member and the two selected panelists shall select a third. If the panelists cannot agree on a third arbitrator, the third arbitrator shall be selected by JAMS. The arbitration shall be administered by JAMS pursuant to its Expedited Procedures as now written or hereafter amended. Each party will pay for its own attorneys' fees and costs. The substantially prevailing party is entitled to reimbursement from the other party of all moneys it paid to the third arbitrator or JAMS related to the arbitration proceeding. The arbitrator's award shall be binding upon the parties and no appeal shall be permitted, except for a request to vacate under RCW 7.04A.230 or 9 U.S.C. § 10.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the authorities set forth in the Order of Preference section. In the event of a lawsuit involving this Agreement, venue shall be in the jurisdiction where the project is situated, if venue there is legally proper, and if not, in another jurisdiction where venue is legally proper.

PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES

- A. Limited Waiver of Sovereign Immunity. The Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as expressly stated herein.

The Tribe hereby grants and provides a limited waiver of sovereign immunity for the following purposes as may be needed by Sponsor or RCO:

- 1) to enforce the terms of this Agreement, including the indemnification provisions, and any documents recorded pursuant to this Agreement, such as those related to real property interests in the form of deeds, easements, or covenants,
 - 2) to enforce the Dispute Resolution provisions of this Agreement,
 - 3) to compel arbitration of a Disputed Matter,
 - 4) to enforce any mediation agreement, Disputes Panel Decision, or Arbitration award or judgment, and/or vacate an Arbitration award or judgment under RCW 7.04A.230 or 9 U.S.C. § 10,
 - 5) to enforce the long-term obligations of this agreement.
- B. This limited waiver of sovereign immunity shall apply to all matters in the above subsection A in federal district court, and if the federal district court lacks jurisdiction, then in a State court of competent jurisdiction. Such court may render judgment and issue such orders as may be necessary to enforce such awards or judgments. This waiver does not extend to and is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe.

Duration of Limited Waiver of Sovereign Immunity described in subsection A above. The limited waiver of sovereign immunity shall apply during the period of performance of this Agreement and then be limited as follows:

- 1) For land acquisition projects: Limited to the 10 years following the end date of this agreement, however, the waiver shall be in perpetuity for fee simple property acquisitions or perpetual easements. However, the limited waiver of sovereign immunity in perpetuity is limited to the sole purpose of enforcing only subsections B and C of the Long-Term Obligations of the Projects and Sponsors section of this Agreement. Long-term obligations include any property or value owed to RCO for any conversion of the project real property to other purposes. For land acquisitions that are term limited, any limited waiver of sovereign immunity shall be limited to the longer of the 10 years following the end date of this agreement or the time required to enforce long-term obligations but only then for any relief owed to RCO for any conversion of real property to other purposes.
 - 2) For restoration projects: Limited to the 10 years following the end date of this agreement.
 - 3) For non-capital projects: Limited to the period of performance. Non-capital projects include Planning, Research, Monitoring, Education, Enforcement, Maintenance, Preliminary Design, Assessments, Acquisition of Water Rights, and Studies.
 - 4) For capital projects: Limited to the 25 years after the end date of this agreement. Capital projects include Development and Renovation (construction and/or renovation), and completed final designs.
- C. Liability Limits. Any payment of a monetary judgment arising from a resolution or judgment under the Dispute Resolution section, or any other defense and/or indemnity obligation under this Agreement, Sponsor's long-term obligations, or a default of an explicit duty owed by the Tribe to the RCO under the terms of this Agreement, shall be limited by and to the following:
- 1) For Noncapital Projects (Planning, Research, Monitoring, Education, Enforcement, Maintenance, Preliminary Design, Assessments, Acquisition of Water Rights, and Studies.): The RCO grant amount.
 - 2) For Restoration, Development (construction/renovation), Renovation, Acquisition, and completed final design projects: a per occurrence limit of \$1 million (with a maximum aggregate limit of \$3 million), or the grant amount, whichever greater, or in the case of a long-term obligation the cost of conversion or replacement property based on the current fair market value of a replacement property or an equivalent amount if the

Sponsor has not obtained or is unable to obtain replacement property.

- D. In disputes between the parties, each party shall bear its own attorneys' fees and costs. Attorneys' fees and costs in connection with third party claims subject to the Sponsor's indemnification of RCO shall not reduce or otherwise affect the Sponsor's liability limits in subsection C above.

E. Insurance

Sponsor shall provide RCO copies of its insurance policies that provide the coverage required per this agreement. RCO shall make these exhibits herein.

- 1) At its own expense, the Tribe shall procure and maintain insurance coverages for general liability (or marine general liability as may apply) covering claims for bodily injury, personal injury, or property damage arising out of or connected to the Tribe's acts, omissions, or other activities under this Agreement in such amounts no less than \$1 million per occurrence (with a maximum aggregate limit of \$3 million, or the grant amount whichever is greater).
 - a) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage, which must be approved in advance of any grant by RCO). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - b) MGL insurance must have no exclusions for non-owned watercraft.
 - c) Errors and Omissions. The Tribe shall maintain insurance for Tribal Officials Errors and Omissions Liability and Miscellaneous Errors and Omissions Liability, with respect to the acts, omissions, or other activities of the Tribe and any person acting in his or capacity as a tribal council member, director, officer or manager or employee under this Agreement in such amounts no less than \$1 million.
- 2) Longshore and Harbor Workers' Act (33 U.S.C. Section 901 et seq.) and/or the Jones Act (46 U.S.C. Section 688) may require the Tribe to provide insurance coverage in some circumstances. The Tribe shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. The Tribe is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- 3) Auto Policy Insurance. If the Tribe operates, maintains, loads, or unloads vehicles as part of the Activities, the Tribe shall maintain auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than Two Million Dollars (\$2,000,000) per accident, and the amount of excess liability coverage [shown in an exhibit, as may apply]. Such insurance must cover liability arising out of "Any Auto".
- 4) Tribe's insurance shall be issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- 5) All insurance policies must name the RCO, and their officials, agents, and employees as an additional insured.
- 6) All insurance provided in compliance with this Agreement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- 7) The Tribe and its insurers shall waive all rights of subrogation against RCO for recovery of damages to the extent insurance maintained pursuant to this Agreement covers these damages.
- 8) The Tribe shall provide RCO with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Agreement and, if requested, copies of full policies.
 - a) The certificate(s) of insurance must reference additional insureds and the Agreement number. Receipt of such certificates or policies by the RCO does not constitute approval by the RCO or the State of the terms of such policies nor does not represent that coverage and limits required under this Agreement are adequate to protect the Tribe.
- 9) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore or replace the real property covered by this Agreement, then to pay the cost of the reconstruction, then to pay RCO any sums in arrears, and then to the Tribe.

- 10) If any liability or claim owned to RCO is not covered and payable by insurance, the Tribe shall pay such amounts from another source.

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 AGREEMENT

This is the end of the agreement.



AGENDA ITEM SUMMARY

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

10
7/19/21

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7-19-21

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:

Kim Williams – District Manager – Clallam Conservation District (CCD) will be providing the BOCC an update of what CCD has been doing in the County and what County dollars are going towards as set in the Memorandum of Agreement with Clallam County.

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?)
Update.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Kim Williams – Clallam Conservation District – District Manager

Relevant Departments: Board of Commissioners

Date submitted: July 12, 2021

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

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

Clallam Conservation District



**2020 – 2021 Accomplishments
& Work to Come**

Board of Supervisors

**Christy Cox, Chair
Ben Smith, Vice-Chair
Carolyn Wilcox, Auditor
Lori DeLorm, Matt Heins**

Associate Supervisors

Linda Barnfather, Cathy Lucero

Staff

**Kim Williams, District Manager
Meghan Adamire, Conservation Planner
Jen Bond, Conservation Planner
Judy Minnoch, Administrative Assistant**

Conservation Objectives

Sustainable, Clean Water

- Reduce Water Use
- Improve and Protect Water Quality
- Reduce Stormwater and Flooding Impacts

Protect and Restore Habitat

- Enhance and Restore Fish and Wildlife Habitat

Healthy Soil and Sustainable Farms

- Conserve Farmland
- Conserve Forestland

Conservation Objectives

Outreach and Education

- Instill a Conservation Ethic
- Keep Key Decision-Makers Informed

District Operations

- Secure Adequate Funding
- Employ Qualified Staff
- Maintain Effective and Efficient Operations
- Collaborate with Other Organizations

Reduce Water Use - 2020

- 10,009' of irrigation pipeline installed
 - 1.5 cfs saved
- 2,825' of aquifer recharge installed
- 2 farm irrigation water management plans created.
- Assistance provided for grant proposals for Dungeness Off-Channel Reservoir.
- Dungeness Well Metering Pilot Project
 - 195 (72%) of existing meters have been replaced
 - 47 new meters distributed



Reduce Water Use - 2021

- Piping projects with Agnew Irrigation District
- Collaborate on Dungeness Off-Channel Reservoir design and construction.
- Dungeness Well Metering Pilot Project
 - 72 new meters distributed to date
- Promote rainwater harvesting countywide.
- Assisted WSU in funding 2 AgWeatherNet Stations.
 - Installed new stations in Sequim Bay and Carlsborg.
 - Continued partnership with WSU to install additional stations in west Clallam County in late 2021.



Improve & Protect Water Quality - 2020

- Partnered with Clallam County Environmental Health & Clean Water Workgroup to implement PIC Program.
- 3 onsite septic systems repaired
 - 17 failing septic systems have been repaired since 2014, totaling \$303,240 in cost-share assistance (grant funded).
- Soil Testing Program
 - Assisted landowners with technical assistance to aid in proper nutrient management.
 - 35 soil tests submitted



Improve & Protect Water Quality - 2021

- Continued partnership to implement PIC Program.

- CCEH secured additional funding for CCD's onsite septic system (OSS) cost share program.
 - No referrals from CCEH for the OSS cost share program in 2021 (due to Covid) but anticipating several projects soon.

- Soil Testing Program
 - Continue to provide technical assistance to aid in proper nutrient management.
 - 61 soil tests submitted



Improve & Protect Water Quality - 2020

Technical assistance provided countywide to 57 farms with horses and/or livestock.

- 7 conservation plans developed
- Site visits to 26 farms for site-specific assistance.
- 15 practices installed on 11 farms
 - 5 riparian exclusion fencing projects
 - 7 heavy use areas
 - 2 waste storage facilities
 - 1 roof runoff system

Maintained Manure Share Program



Improve & Protect Water Quality - 2021

Technical assistance provided countywide to 39 farms with horses and/or livestock to date.

- 1 conservation plan completed, 9 in progress
- Site visits to 23 farms for site-specific assistance
- 5 practices installed on 3 farms to date
 - 11 practices planned on 7 farms

Promotion of Manure Share Program

- Newsletter, social media, local papers



Enhance & Restore Habitat - 2020

- Restored ecological function to 0.7 miles of stream buffers by planting 2,479 trees and shrubs.
 - Partnered with LEKT to hold 4 volunteer events utilizing 86 CCD volunteers.
 - Elwha River – 0.43 mi.
 - Little River – 0.23 mi.
 - Ennis Creek – 0.04 mi.
- Technical assistance provided to JSKT for Dungeness levee setback.
- Technical assistance provided to 89 individuals countywide on:
 - Forestry, soil fertility, irrigation, wetlands, habitat, sustainable landscaping, native plants, etc.



Enhance & Restore Habitat - 2021

- Restored ecological function to 1.05 miles of stream buffers by planting 2,203 trees and shrubs.
 - Partnered with LEKT to hold 5 volunteer events utilizing 33 CCD volunteers.
 - Elwha River – 0.65 mi.
 - Little River – 0.4 mi.
 - Ennis Creek – 0.04 mi.
- Continue to support efforts for Dungeness levee setback.
- Technical assistance provided to 64 individuals to date on habitat related topics.



Enhance & Restore Habitat - 2021

- Partnership with Quileute Tribe
 - Landowner outreach to facilitate habitat surveys for a culvert prioritization project.
- Planning underway with LEKT for our 3rd partnered Orca Recovery Day event on the Elwha.
 - 2,080 trees planned for planting
- Planning underway with NOSC
 - Partnership to assist with landowner outreach for planting riparian buffers in WRIA 19 and the Dungeness watershed.



Enhance & Restore Habitat - 2020

Addressed habitat impacts from forest roads.

- Assisted 1 landowner in submitting a FFFPP application to replace a fish passage barrier.
 - Tributary to Nelson Creek
- USFS 2900 Road in the Sitkum Watershed
 - Submitted a SRFB design proposal for 3 failing culverts
 - FUNDED
 - Submitted a WCRRI grant proposal for replacement of a failing culvert at MP 16.1
 - UNFUNDED



Enhance & Restore Habitat - 2021

Address habitat impacts from forest roads.

- Assisted 2 landowners in submitting FFFPP applications to replace fish passage barriers.
 - Tributaries to Colby Creek & Bear Creek
- USFS 2900 Road in the Sitkum Watershed
 - Aug. 2021 – Replacement planned for 2 failing culverts
 - MP 15.9 (funded through CCD SRFB grant)
 - MP 18.3 (funded by USFS, designs by CCD SRFB grant)
 - Dec. 2021 - Completion of designs for 3 failing culverts on the USFS 2900 Road in the Sitkum watershed
 - Ongoing – seek funding for replacement of failing culvert at MP 16.1

Healthy Soil (Farmland) - 2020

- Supported efforts to purchase development rights on Prime Farmland.
 - Technical assistance provided to NOLT
 - Support provided for Conservation Futures Program funding.
- Supported small acreage food production.
 - Soil testing program – 35 tests submitted
 - Collaborated with WSU extension
 - Assistance in promoting programs and events



Healthy Soil (Farmland) - 2021

- Continue to support efforts to purchase development rights on Prime Farmland.
 - Technical assistance to NOLT
 - Participating in the Conservation Futures Farmland Funding Program.
 - Collaboration with Clallam AgWorks.
- Continue support for small acreage food production.
 - Soil testing program – 61 tests submitted to date
 - Education – soil testing webinar – 52 participants
 - Collaboration with WSU extension
 - Assistance in promoting programs and events
 - Soil testing interpretation webinar to Master Gardener trainees – 40 participants



Healthy Soil (Forestland) - 2020

- Promote and assist with forest stewardship planning.
 - Promotion of NRCS technical and financial assistance.
- Promote wildfire prevention efforts.
 - Education and outreach through newsletter and Facebook.



Photo credit: Jesse Major

Healthy Soil (Forestland) - 2021

- Promote and assist with forest stewardship planning.
 - Continued promotion of NRCS and DNR programs.
- Promote wildfire prevention efforts.
 - Continued education and outreach through newsletter and Facebook.
 - Partnered with DNR to host a Wildfire Prevention webinar.
 - 47 participants
- Education
 - Partnered with DNR to host 5 webinars on a variety of forestry related topics.
 - 214 participants



Healthy Soil - 2020

Promote efforts to control noxious weeds on farm and forestland.

- Education
 - 15 weekly noxious weed alert posts on Facebook
 - 3 noxious weed alert newsletter articles
- Collaboration with Clallam County Noxious Weed Control Board.



Healthy Soil – 2021

- Partnered with LEKT for weed removal on Elwha River.
 - 84 gallons of Herb Robert pulled by CCD volunteers
- Education
 - 11 weekly noxious weed alert posts on Facebook
 - 8 more planned
 - 4 noxious weed alert newsletter articles
 - 3 more planned
- Partnership with Clallam County Noxious Weed Control Board.
 - July 2021 – Teasel control at the mouth of the Elwha River using CCD volunteers.
 - August 2021 – Vegetation management on ODT using CCD volunteers.



Outreach & Education – Youth

- 2020 – Limited activity due to Covid
 - Assisted Port Angeles School District with planning for Stevens Middle School Big Boy Pond Wetland project.
- 2021
 - Continued assistance to Port Angeles School District for Big Boy Pond wetland project.
 - Assistance to Lincoln High School to provide trees for students to plant on Earth Day
 - Sequim High School's Future Farmers of America



Outreach & Education – 2020

- Horse & Livestock Owner Education
 - 5 webinars and 1 in-person workshop on practices to promote good land and water stewardship.
 - 225 participants
 - 10 newsletter articles
- Residential Landscaping Education
 - 4 in-person workshops and 1 webinar
 - 165 participants
 - 7 newsletter articles
- Native Plant Sale
 - 425 orders and 26,150 plants distributed



Outreach & Education – 2021

- Horse & Livestock Owner Education
 - 5 webinars and 1 in-person workshop to date, 10 more planned
 - 347 participants
 - 5 newsletter articles, 6 more planned
- Residential Landscaping Education
 - 2 planned workshops
 - 3 newsletter articles, 3 more planned
- Native Plant Sale
 - 389 orders and 28,750 plants distributed



Outreach & Education – 2020

- Newsletter distribution increased by 3.5% to 3,995
 - 45% receive electronic version
 - Increased to monthly e-newsletter (from quarterly)
- 2 general CCD presentations
 - 85 participants
- Orca Recovery Day Event on Elwha River
 - Partnered with LEKT
 - Education on restoration of the Elwha watershed
 - 60 volunteers planted 1,465 trees



Outreach & Education – 2021

- Continued monthly e-newsletter and twice yearly mailed newsletter
- Orca Recovery Day Week in the planning stages.
 - Countywide events in the Dungeness, Elwha and Forks area watersheds
 - Potential partnerships with LEKT, JSKT, Quileute Tribe, Wild Salmon Center, NOSC
 - Education on benefits of restoration of riparian buffers
 - 2,080 trees being provided by LEKT for planting on the Elwha River by CCD volunteers



District Operations

- Current staff of 4 have over 40 years of combined experience working for CCD.
 - Contracting with Joe Holtrop for project management on water use projects.
- Over 160 volunteers
 - 2020 – 557 hours of volunteer service
 - 2021 – 261.5 hours to date
- Collaboration
 - Continued participation in NPCLE and NOPL salmon recovery lead entities, DRMT, and CWWG.
 - Working to strengthen partnerships in 2021
 - WSU Extension, Clallam County Noxious Weed Control Board, NOSC, NOLT, and all the local Tribes.

Thank You!

- Funding provided by Clallam County to CCD is extremely important for providing assistance and conservation programs to county residents.
- County funding enables CCD to secure additional grants for implementing programs.
- Thank you for your ongoing support!



AGENDA ITEM SUMMARY

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

11
7/19/21

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: July 19, 2021

REGULAR AGENDA ☒ Meeting Date: July 27, 2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.21.003-1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Public Works requests an amendment to their Personal Services Agreement to add to the scope of Olympic Discovery Trail (ODT) improvement projects under their current \$150,000 lodging tax grant. The added scope of work is for the ODT-Dawley Road Area Trail Stabilization and Restoration Project. This project would apply their lodging tax grant award also to support construction related costs to stabilize, repair and restore an ODT section located just east of Dawley Road (between Sequim Bay State Park and Blyn) that has experienced a significant loss of trail width and also damage (e.g., cracks) to the remaining trail surface due to trail movement and slumping. At their July 8, 2021 meeting, the Lodging Tax Advisory Committee (LTAC) considered and recommended approval of this ODT scope of work amendment. Attached are the PSA Amendment and the Public Works letter to LTAC about the scope of amendment change.

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 \$150,000 is already budgeted. There is no change in funding only the scope of work.

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

Please review and approve the PSA Amendment for the scope of work addition.

County Official signature & print name: Debi Cook

A handwritten signature in black ink, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Ross Tyler, Joe Donisi

Relevant Departments: BOCC, Public Works

Date submitted: 7/14/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy 2021 contract amendment Agenda Item Summary 7-14-2021.docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



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: Public Works
Address: 223 E 4th St, Suite 6
Port Angeles, WA 98362
Phone N^o: 360-417-2290

(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.

The term of this Amendment shall commence on the 1st day of January, 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July 2021.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

R. Taylor, P.E.
Print name: R. Taylor, P.E.
Title: COUNTY ENGINEER
Date: 7/14/2021 2021

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

The lodging tax grant will be used to assist with the funding of the following 2021 Olympic Discovery Trail (ODT) Improvement Projects:

1. ***ODT-Forks to La Push Trail Corridor Acquisition.*** The lodging tax grant will be used to assist with trail corridor acquisition efforts between US 101 and the Olympic National Park boundary in the vicinity of SR 110 needed to support future development of the approximately 13-mile planned western terminus of the ODT between the communities of Forks and La Push.
2. ***ODT-Dawley Road Area Trail Stabilization and Restoration Project.*** The lodging tax grant will be used to support construction related costs to stabilize, repair and restore the ODT section located east of Dawley Road (between Sequim Bay State Park and Blyn) that has experienced significant loss of trail width and also damage (e.g., cracks) to the remaining trail surface due to trail movement and slumping on the hillside below US 101.
3. ***Meet with the Lodging Tax Advisory Committee on a yearly basis to:***
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED, FIFTY THOUSAND DOLLARS (\$150,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the 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; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals, and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify): _____



Clallam County Public Works/Road Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

360-417-2290 Fax: 360-417-2513 E-mail: sgray@co.clallam.wa.us

June 29, 2021

TO: Lodging Tax Advisory Committee

SUBJECT: Request to Use Part of \$150,000 2021 Lodging Tax Grant Award for ODT-Dawley Rd. Area Trail Stabilization and Restoration Project.

The Clallam County Public Works/Road Department requests consideration by the Lodging Tax Advisory Committee (LTAC) to use part of our Year 2021 \$150,000 Lodging Tax Grant Award to stabilize and restore a significantly damaged section of the Olympic Discovery Trail (ODT) located between Sequim and Blyn near the east of the end of Dawley Road. Attached is a map of the general project site location.

The Issue

The approximately 150-foot long impacted trail section is on a hillside just below US 101. It has sustained continued trail loss and damage (e.g., cracks, dips) over the past several years due to trail slumping. In this section, the original 10-foot wide paved trail and gravel shoulder has been reduced in width. At the narrowest point, the trail surface has only a 3 to 3.5 foot useable width that is sandwiched between a vertical gabion wall on the upslope side and an abrupt irregular edge and drop-off on the downslope side. Attached are several photos illustrating trail loss and surface impacts.

This damaged section is part of the ODT route between Sequim and Blyn (includes a section thru Sequim Bay State Park) and experiences heavy use. It is also part of the route of a number of trail events such as the North Olympic Discovery Marathon, Frosty Moss Relay, Run the Peninsula as well as other events. The ODT and related events attract thousands of visitors annually to Clallam County. Many ODT users and event participants stay at our local hotels, motels, B&B's, RV-parks, campgrounds and other lodging establishments as well as frequenting other local businesses.

Based on current conditions, there is a high risk that further trail loss will result in the need to close this section of the ODT. If closed, trail users travelling between Sequim and Blyn will either need to turn-around at the closure point or use busy US 101 to detour around.

Key Efforts To-Date

Over the past couple of years the Road Department has performed a number of asphalt patches to address reoccurring cracks and dips in this impacted trail section. While patching helps, it does not address loss of trail width or eliminate all undesirable cracks, dips, and bumps on the remaining trail surface. We have also placed and maintained warning fencing and cones along the failed trail edge and installed warning signs on both ends of the impacted trail section.

In 2020/2021, the Road Department conducted a site assessment to identify possible underlying factors contributing to trail loss and damage. One outcome of this assessment was that the Washington State Department of Transportation (WSDOT) cleaned-out manhole area on south-side of US 101 and blew-out pipes that convey stormwater under the highway for discharge below the damaged trail section. Following the clean-out, Sequim assisted the County and WSDOT in using their remote camera to

obtain a visual of the integrity of conveyance pipes under US 101. The Road Department monitored the section for continued trail loss and damage (e.g., cracking) over the 2020/2021 winter/spring season. This monitoring showed some trail edge loss and cracking, but significantly less than in the past.

County engineers recently completed a design to stabilize and restore this damaged trail section. The design includes significant excavation of hillside materials, building a Flex MSE Vegetated Wall System on the downslope side of the trail, backfill behind the wall, and restoring a trail base width of at least 10 feet wide. The innovative wall design will allow for plant growth to blend in with the environment and further strengthen the wall over-time. Attached are two trail examples of applications of the Flex MSE Vegetated Wall System from the vendor.

Our Request

This project is now "shovel ready" and we are requesting LTAC support to apply part of our 2021 Lodging Tax grant award to fund this major trail stabilization and restoration project. This project goes well-beyond normal maintenance the Road Department budgets for the ODT. Our request will allow us to restore this damaged trail section without significantly impacting our maintenance budget for the rest of the County ODT managed sections.

The total project materials and construction costs are estimated at around \$100,000 as summarized below. Labor costs are based on an estimated 10 working days of a County work crew. Major labor work items include site preparation (e.g., heavy equipment access); excavation (500-750 cubic yards); wall bag filling (~ 2000 bags), wall building (i.e., bag placement), backfill behind wall, and preparation of trail surface base.

Budget Estimate

Cost Item	Costs
Materials to Construct Wall (~ 2000 sand type bags, intervening bag plates, and geogrid reinforcement system).	\$18,422
Geoform Blocks	\$8,827
Sandbag Filling Machine (need to fill over 2000 sand bags for wall)	\$17,000
Compost Material Mix for Wall Bags	\$1,300
Estimated Labor Costs	\$55,000*
Total Estimated Costs	\$100,549

This request does not mean we are putting on hold our ODT-Forks to La Push trail corridor acquisition project currently supported by our 2021 Lodging Tax Grant Award. The appraisal work for a significant part of the needed trail corridor is under contract and in process.

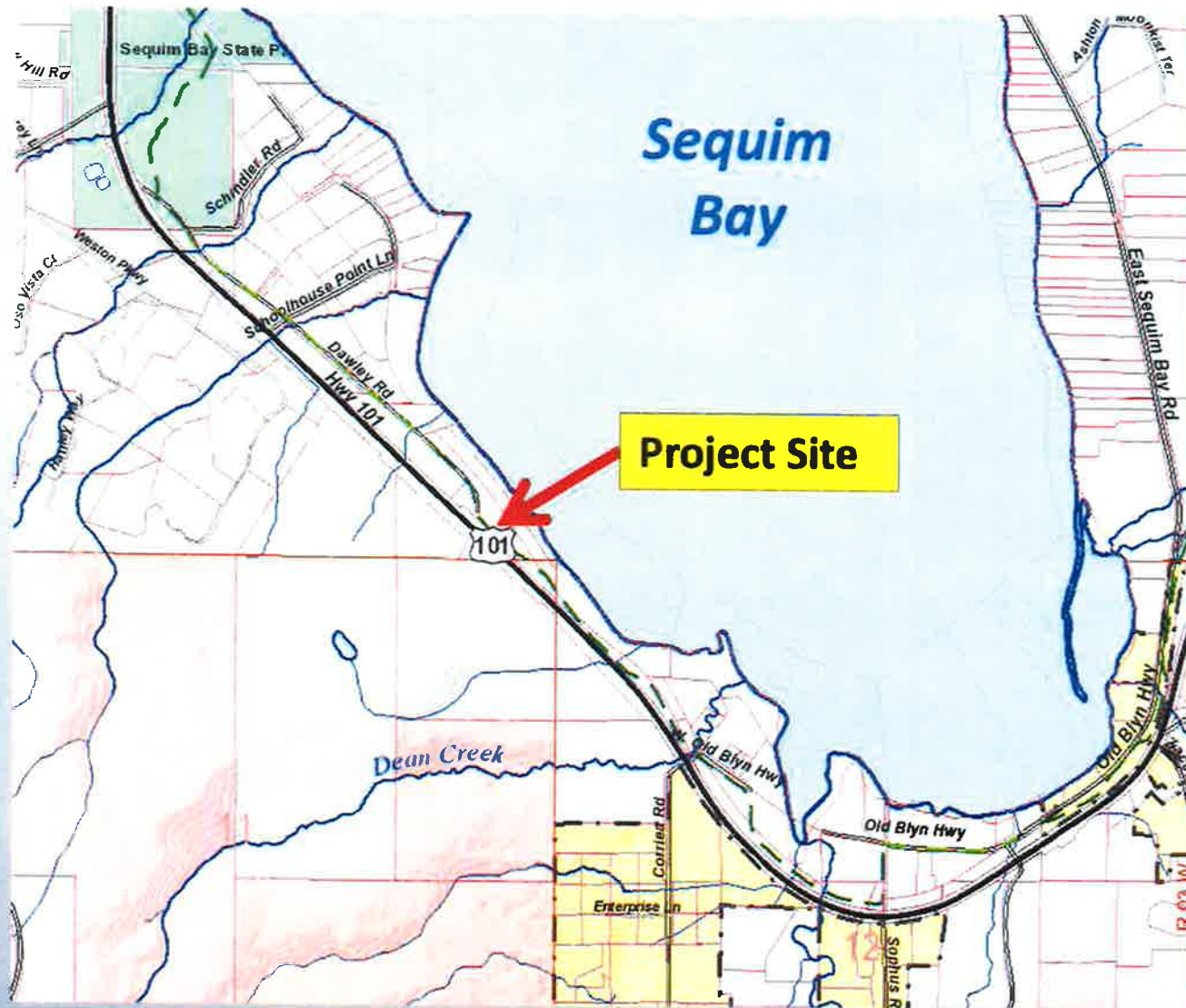
Thank you for your consideration. I will attend the July 8 meeting to answer any questions you may have related to our request.

Sincerely,



Steve Gray
Transportation Program Manager
Clallam County Public Works/Road Department

ODT-Dawley Rd. Area Trail Stabilization & Restoration *Project Site*



ODT – Dawley Trail Slump



ODT-Dawley Trail Slump Area

February 2020 Photo

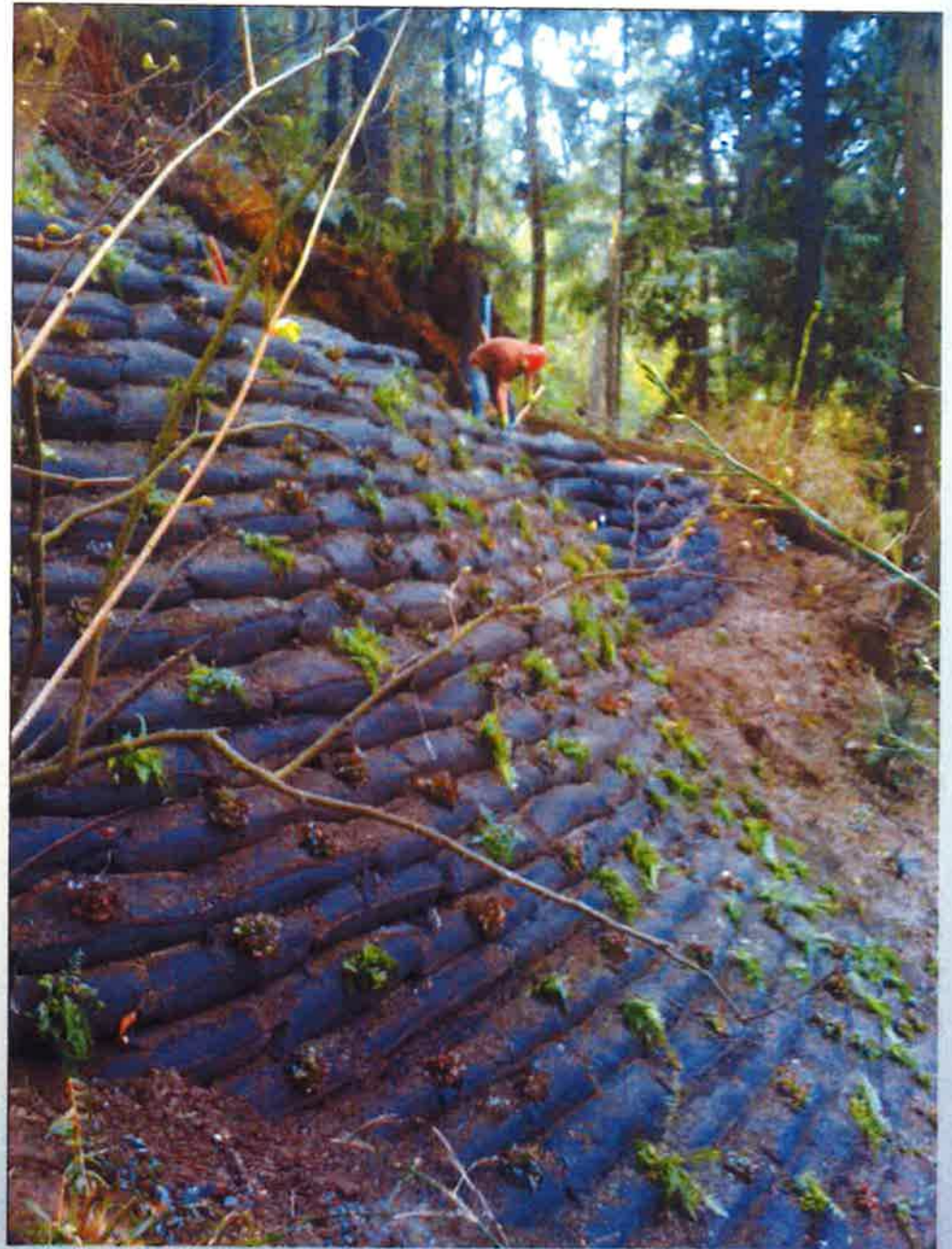


January 2021 Photo



Vegetated Wall Example #1 ***During Construction & Planting***

The height and slope of this wall is similar to what is being proposed for the ODT-Dawley Rd. Area Trail Stabilization and Restoration Project



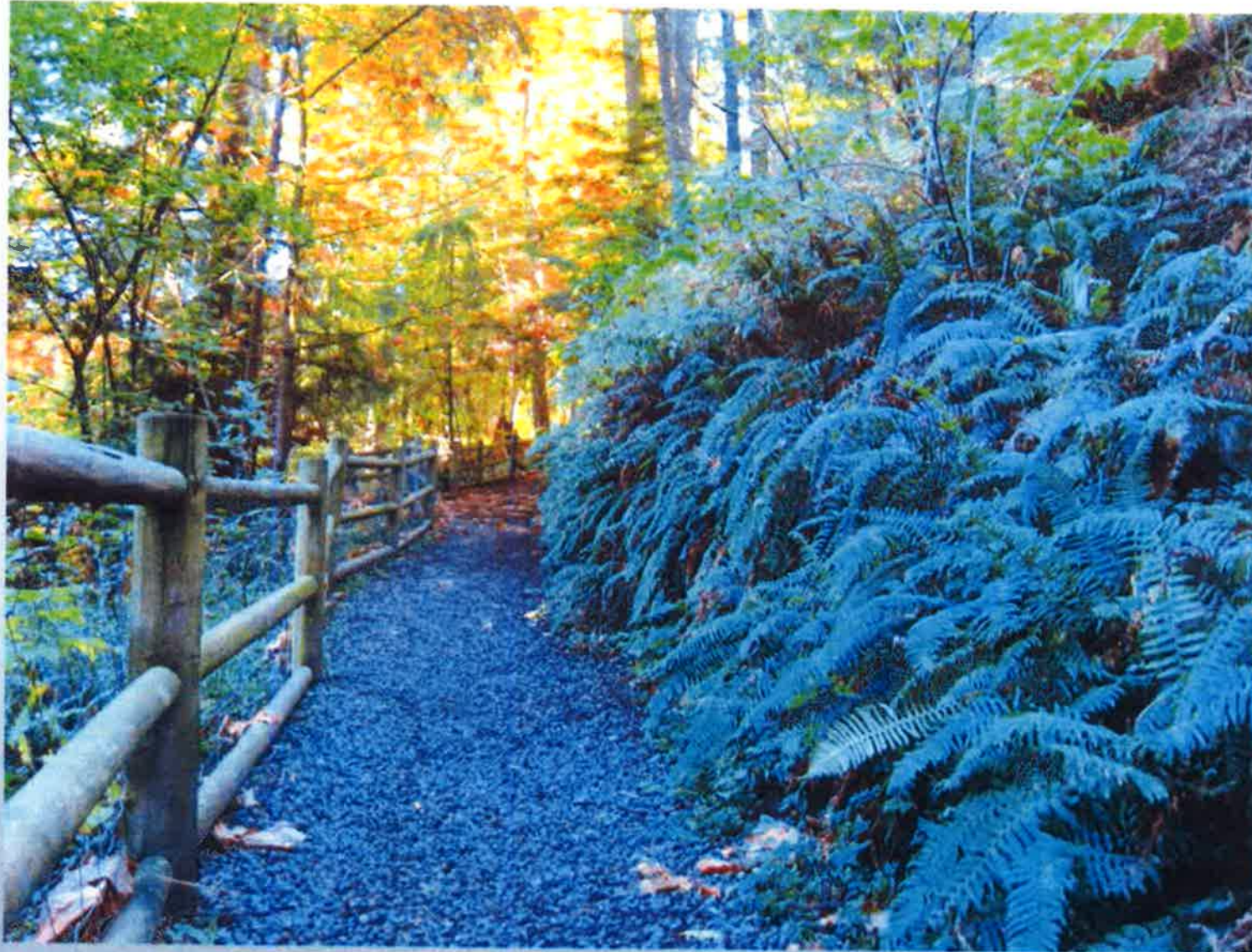
Flex Vegetated Wall Example #2

During Construction



Flex Vegetated Wall Example #2

After 5 Years





AGENDA ITEM SUMMARY

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

12
7/19/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 07-19-21

REGULAR AGENDA ☒ Meeting Date: 07-27-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

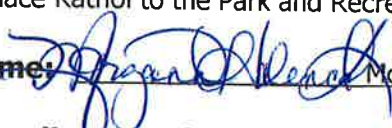
A vacancy exists on the Park and Recreation Advisory Board due to an expired term. A notice of the vacancy was issued to the press in May 2021 soliciting applications from interested citizens and the current member with an expiring term was notified. The current member advised staff they are interested in continuing their service and asked to be considered for another term.

The Director of Parks, Fair, and Facilities endorses the reappointment of Candace Kathol to the Park and Recreation Advisory Board.

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

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

Approve and sign resolution appointing Candace Kathol to the Park and Recreation Advisory Board.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 07-14-21

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



RESOLUTION _____, 2021

REAPPOINTING A MEMBER TO THE
PARK AND RECREATION ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Park and Recreation Advisory Board due to an expired term.
2. A notice of the vacancy was issued to the press in May 2021 soliciting applications from interested citizens and the current member with an expiring term was notified.
3. The current member advised staff they are interested in continuing their service and asked to be considered for another term.
4. The Director of Parks, Fair, and Facilities endorses the reappointment of Candace Kathol to the Park and Recreation Advisory Board.

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

1. **Candace Kathol** is reappointed to a term expiring June 30, 2027.

PASSED AND ADOPTED this twenty-seventh day of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: A22.170
Appointee
Parks



AGENDA ITEM SUMMARY

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

13
7/19/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 07-19-21

REGULAR AGENDA ☒ Meeting Date: 07-27-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

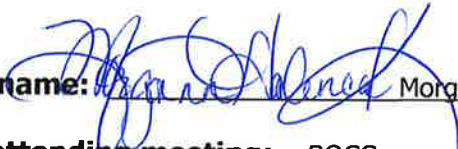
Vacancies exist on the Homelessness Task Force due to the creation of new positions and the expiration of terms. A press release was issued during the month of May 2021 soliciting applications from interested citizens. Three applications were received.

The Health and Human Services Department and the Task Force recommend the appointments of Rachel Anderson, Jim Weatherly and Paul Cunningham to the Homelessness Task Force.

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

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

Approve and sign resolution appointing Rachel Anderson, Jim Weatherly and Paul Cunningham to the Homelessness Task Force.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 06-14-21

* Work Session Meeting - Submit 1 single sided/not stapled copy Appointing Rachel Anderson, Jim Weatherly & Paul Cunningham 07-27-21

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

Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force due to the creation of new positions and the expiration of terms.
2. A press release was issued during the month of May 2021 soliciting applications from interested citizens. Three applications were received.
3. The Health and Human Services Department and the Task Force recommend the appointments of Rachel Anderson, Jim Weatherly and Paul Cunningham to the Homelessness Task Force.

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

1. **Rachel Anderson** is appointed as the representative for City Government - Sequim for a term expiring December 31, 2023.
2. **Jim Weatherly** is appointed as the representative for Department of Social and Health Services for a term expiring December 31, 2023.
3. **Paul Cunningham** is appointed as the representative for Healthcare Providers for a term expiring December 31, 2022.

PASSED AND ADOPTED this twenty-seventh day of July, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

c: A22.50
Appointee(s)
HHS



14
7/19/20

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **July 19, 2021**

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 Monthly Review |

Documents exempt from public disclosure attached: ☐

CDBG HUD CARE FUNDS DISCUSSION—PROVIDE STATUS UPDATE AND DISCUSS A PROPOSED CHANGE IN HOW CDBG FUNDS WOULD BE ALLOCATED UNDER THE CONSORTIUM APPLICATION

BACKGROUND:

Community Development Block Grants (CDBG) thru the CARES act are fairly flexible HUD Federal Funds issued to:

- States
- certain "Entitlement" Counties and
- certain "Entitlement" Cities.

Clallam County, Port Angeles, Sequim and Forks are not "entitlement" jurisdictions. Therefore, any funds we receive from the program come from the state of WA through the Department of Commerce. These funds are referred to as non-entitlement funds.

These funds target people and microenterprise small business owners in the low to moderate household income levels. Based on the "80% of average household income" for Clallam County citizens, those income levels for 2019 are defined as follows:

- 1 person household: \$37,200
- 2 person household: \$42,600
- 3 person household: \$47,900
- 4 person household: \$53,200
- 5 person household: \$57,900
- And it goes up from there.

Microenterprise business eligibility criteria include:

* Work Session Meeting - Submit 1 single sided/not stapled copy
07192021

Agenda Item Summary --CDBG HUD Grant Consortium Update

** 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

- Businesses with 5 or fewer employees (including the owner), and
- The household income of the business owner must be low or moderate as defined above.

WHAT CAN THE CDBG HUD FUNDS BE USED FOR?

As previously discussed with the BOCC last year, Washington State Department of Commerce is targeting its non-entitlement funds for:

- CDBG eligible public services (short-term rent/mortgage and utility payments, legal aid, emergency housing, food services, etc.);
- Local microenterprise assistance programs;
- Public health, emergency response, or
- Temporary housing facilities that address COVID-19 impacts, and
- Its grant administration.

The local government CDBG recipient (aka “recipient grantee”) may partner with a service provider/s (aka “subrecipient grantee”) to distribute CDBG funded services.

FUNDING AVAILABLE

The first round of State CDBG funding available to the State is \$7.7M (CV1). There was a second round of \$23M (CV2).

In the initial round of funding, Clallam County jurisdictions are eligible to receive a maximum of \$351,146 in total, broken down as follows and as outlined in the attached funding distribution list:

CV1	
Clallam County	\$154,696
Forks	\$25,442
Port Angeles	\$117,200
Sequim	\$50,808
Total	\$351,146

These funds have been allotted to each entity by Commerce (no competitive application process involved), and the grant funds are handled on a reimbursement basis (as opposed to a direct upfront funding). The amounts above are before allocation of \$4,000 to cover administrative costs.

In addition to the CV1 funds made available, a total of \$253,478 of additional CV2 funding was made available to the Clallam County jurisdictions consortium, bringing the total amount of CDBG funding available to \$604,624.

PROPOSED PLAN FOR CONSIDERATION:

As discussed with the Commissioners back on the May 26, 2020 work session, a course of action was discussed as follows:

Proposed conceptual framework:

1. The City of Port Angeles had agreed to be the grant applicant for the County and three Cities under a consortium application in order to reduce the administrative burden and to combine funding resources.
2. The City of Port Angeles would hold a required Public Hearing on June 2nd seeking public comment on this program. A public notice of this hearing would be required to be sent by May 27th to satisfy the 5-day notice requirement for this program.
3. The County and three Cities potentially would need to sign an Interlocal Agreement.

* Work Session Meeting - Submit 1 single sided/not stapled copy
07192021

Agenda Item Summary --CDBG HUD Grant Consortium Update

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

Revised: 3-04-2019

4. The original proposal was for the City of Port Angeles to enter into three sub-recipient agreements with the City of Forks, the Clallam PUD and the Clallam County EDC as The City wanted to limit the number of sub-recipient contracts to help keep the additional administration burden manageable.
5. The amount of funding allocated to each purpose will be established by the elected officials. The city staffs have been communicating with their respective elected officials and have received some general direction.
6. The attached chart depicts the general intent for the funds originally.

UPDATE

The City of PA has completed its application process for CV1 funds and is in the process of preparing the application for CV2 funds by July 31, 2021. Once completed and submitted, the CDBG contract with Commerce will reflect a combined CDBG-CV1 and CV2 funds. However, as this process has unfolded, an issue has come up regarding the microenterprise grants to be funded.

Based on upon recent discussions with the jurisdictions and Clallam EDC, Clallam EDC has indicated that it will not be able to be a subrecipient of these CDBG funds and distribute them toward microenterprise businesses. This is based on concerns raised of the extensive documentation requirements mandated by CDBG as it relates to providing microenterprise grants, and the feasibility of gathering this information given the microenterprise community's very limited resources and capabilities to produce such information. To ensure microenterprises who are in need of assistance receive it and provide them a more simplified approach to securing such funding, Clallam EDC suggested it is more feasible and much less burden on microenterprises to direct them instead to apply for aid through the EDC's LifeBoat 3 program to be funded by the \$3 million of committed County ARPA funds rather than through the CDBG program.

As a result, the working group would like to make the recommendation that the CDBG funds originally slotted for microenterprise grants (equal to approximately 36.9% or approximately \$223k of CDBG CV1 & CV2 funds awarded) be re-directed to either:

1. Utility reimbursements (where PA would administer their allotted portion to PA utilities customers and Clallam PUD would be a subrecipient for all non-City of P.A. utilities customers that apply for assistance) ; or for
2. Rental reimbursements (where either OlyCap or Serenity House become subrecipients since they have rental assistance programs already in place, while the City of P.A. would likely handle P.A. resident requests).

Allocation of CV2 funds would likely follow the same apportionment %s as reflected in the CV1 distribution charts. If this is an acceptable path forward, further details would need to be worked out and conversations would need to occur with OlyCap and/or Serenity House. All in all, those are considered subsidy type payments which are allowable under the CDBG program as long as the households meet the household income requirements.

The proposed re-distribution of funds allotted for microenterprises to other subsistence (rental/utility) assistance would be based on the relative %s of how CV1 funds were originally spread for subsistence assistance by jurisdiction. See the second attached chart for CV1 funds.

NEXT STEPS

If the BOCC is in support of this concept of redirecting CDBG microenterprise funding to subsistence assistance and instead direct microenterprises to seek aid under the EDC's ARPA-funded Lifeboat 3 program, the City of Port Angeles would like to proceed with having further discussions with OLYCAP and Serenity House to discuss their willingness to serve as subrecipients to administer housing assistance for this CDBG program, and modifying its consortium application/contract with the Department of Commerce for this revised plan for use of 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?** ☐

* Work Session Meeting - Submit 1 single sided/not stapled copy
07192021

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

None—as consortium grant revenues and expenditures would be administered through City of PA and the CDBG subrecipients.

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

County Official signature & print name:  Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____Mark Lane_____

Relevant Departments: _____BOCC, Finance, City of Port Angeles, City of Forks, City of Sequim, Clallam PUD, Clallam EDC_____

Date submitted:

July 14, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
07192021

Agenda Item Summary --CDBG HUD Grant Consortium Update

** 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



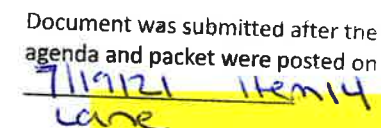
Washington State
Department of
Commerce

Clallam County CDBG-CV1 Consortium Funding Request			Recipient	Subrecipient(s)		
Proposed CDBG-CV1 Fund Distribution List (PDF)			City of Port Angeles	Clallam County Economic Development Council	Clallam County PUD	City of Forks
Documentable Date by City or County Member Confirming Consortium Allotment	CDBG-CV1 Grantee and Consortium City(s) or County(s)	CDBG Funding Request	Activities			
			CDBG Public Services	Microenterprise Assistance	CDBG Public Services	CDBG Public Services
	Grantee Recipient					
	City of Port Angeles	\$ 157,421	\$ 133,808	\$ 23,613	\$ -	\$ -
	Consortium Citys and County					
9/3/2020	Clallam County	\$ 91,271	\$ -	\$ 91,271	\$ -	\$ -
9/3/2020	City of Forks	\$ 33,177	\$ -	\$ 4,977	\$ -	\$ 28,200
9/3/2020	City of Sequim	\$ 66,278	\$ -	\$ 9,942	\$ 56,336	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
\$1,000 for each city or county consortium member listed above (not including grantee recipient)		\$ 4,000	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 352,146	\$ 133,808	\$ 129,802	\$ 56,336	\$ 28,200



CV1 No Microenterprise

Clallam County CDBG-CV1 Consortium Funding Request			Recipient	Subrecipient(s)		
Proposed CDBG-CV1 Fund Distribution List (PDF)			City of Port Angeles	Clallam County Economic Development Council	Clallam County PUD	City of Forks
Documentable Date by City or County Member Confirming Consortium Allotment	CDBG-CV1 Grantee and Consortium City(s) or County(s)	CDBG Funding Request	Activities			
			CDBG Public Services	Microenterprise Assistance	CDBG Public Services	CDBG Public Services
	Grantee Recipient					
	City of Port Angeles	\$ 157,421	\$ 157,422		\$ -	\$ -
	Consortium Citys and County					
9/3/2020	Clallam County	\$ 91,271	\$ -		\$ 91,271	\$ -
9/3/2020	City of Forks	\$ 33,177	\$ -			\$ 33,177
9/3/2020	City of Sequim	\$ 66,278	\$ -		\$ 66,278	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
\$1,000 for each city or county consortium member listed above (not including grantee recipient)		\$ 4,000	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 352,146	\$ 157,422	\$ -	\$ 157,548	\$ 33,177



\$	99,454
----	--------

352,147



CV2 No Microenterprise

Clallam County CDBG-CV2 Consortium Funding Request			Recipient	Subrecipient(s)		
Proposed CDBG-CV2 Fund Distribution List (PDF)			City of Port Angeles	Clallam County Economic Development Council	Clallam County PUD	City of Forks
Documentable Date by City or County Member Confirming Consortium Allotment	CDBG-CV1 Grantee and Consortium City(s) or County(s)	CDBG Funding Request	Activities			
			CDBG Public Services	Microenterprise Assistance	CDBG Public Services	CDBG Public Services
	Grantee Recipient					
	City of Port Angeles	\$ 114,615	\$ 114,615		\$ -	\$ -
	Consortium Cities and County					
9/3/2020	Clallam County	\$ 66,452	\$ -		\$ 66,452	\$ -
9/3/2020	City of Forks	\$ 24,155	\$ -			\$ 24,155
9/3/2020	City of Sequim	\$ 48,255	\$ -		\$ 48,255	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
\$1,000 for each city or county consortium member listed above (not including grantee recipient)			\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 253,478	\$ 114,615	\$ -	\$ 114,708	\$ 24,155

\$ 72,411

\$ 253,478



605,625