



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 18, 2022 – 8:00 a.m.

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. National Suicide Prevention Lifeline NSPL updated contact number

Update 

3. Agreement amendment 1 with Department of Social and Health Services for Division of Developmental Disabilities

Agreement amendment 1 

4. Agreement amendment 5 with Department of Health for Disease programs and COVID

Agreement amendment 5 

5. Agreement with Office of Crime Victims Advocacy for Victim Witness Assistance Grant Programs

Agreement 

6. Jail Medical Program discussion

Discussion 

Community Development

7. Agreement with Jefferson County for North Pacific Coast Marine Resources Committee

Agreement 

8. Agreement with Department of Ecology for the Dungeness Floodplains Restoration Project

Agreement 

Board of Commissioners

9. Olympic Peninsula Visitor Bureau update

Update 

General Discussion/Items for Future Agendas

- A. Housing Solutions Committee Leadership update (August 1)
- B. Small Business Development Center update (August 1)
- C. Continued Work Session – Topic TBD (August 8 at 1 p.m.)
- D. Department of Natural Resources Meeting (August 22 at 1 p.m.)
- E. Nuisance Ordinance (August 29)

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.



AGENDA ITEM SUMMARY

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

2
7/18/22

Department: Clallam County Health and Human Services

WORK SESSION ☒ **Meeting Date:** 07.18.22

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 Informational Item |

Documents exempt from public disclosure attached: ☐

Executive summary:

On July 16, 2022 the National Suicide Prevention Lifeline (NSPL) formerly 1-800-273-TALK changes to a 3-digit number, 9-8-8. This change occurred due to Congress passing the National Suicide Hotline Designation Act of 2020 and subsequently the Washington State Legislature passing HB1477 in 2021 which enabled Washingtonians the ability to utilize the 3-digit number.

The new 9-8-8 number replaces the NSPL while local crisis numbers through Volunteers of America (VOA), the Salish Regional Toll-Free Crisis Line 1-888-910-0416, remains the same.

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

No budgetary impact.

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

No official action needed besides disseminating this information.

County Official signature & print name: , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 07.13.22

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

ASI 9-8-8 Change
Revised: 3-04-2019



3
7/18/22

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 18, 2022

REGULAR AGENDA ☒ **Meeting Date:** July 26, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-22-LTP, Amend No. 1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached amendment between the Department of Social and Health Services and Clallam County Health and Human Services extends the time period for the advance funding that DSHS-Division of Developmental Disabilities provides to Clallam County Health and Human Services for payment services to DD providers. There are not any funding changes. The extended agreement period is from July 1, 2022 to June 30, 2023.

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: July 13, 2022

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

 Washington State Department of Social & Health Services <i>Transforming lives</i>	COUNTY PROGRAM or INTERLOCAL LONG-TERM PAYABLE AGREEMENT AMENDMENT		DSHS CONTRACT NUMBER: 2163-23528 Amendment No. 01		
This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number Click here to enter text. Contractor Contract Number			
CONTRACTOR NAME Clallam County	CONTRACTOR doing business as (DBA)				
CONTRACTOR ADDRESS 111 East 3rd Street Port Angeles, WA 98362-	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 054-004-559	DSHS INDEX NUMBER 1215			
CONTRACTOR CONTACT Kevin LoPiccolo	CONTRACTOR TELEPHONE (360) 417-2523	CONTRACTOR FAX (360) 452-9605	CONTRACTOR E-MAIL ADDRESS klopiccolo@co.clallam.wa.us		
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration	DSHS DIVISION Financial Services	DSHS CONTRACT CODE 8030CS-63			
DSHS CONTACT NAME AND TITLE Rebecca Doane Office Chief	DSHS CONTACT ADDRESS PO Box 45842 Olympia, WA 98504-5842				
DSHS CONTACT TELEPHONE (360)763-2977	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS rebecca.doane@dshs.wa.gov			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS			
AMENDMENT START DATE 07/01/2022	CONTRACT END DATE 06/30/2023				
PRIOR MAXIMUM CONTRACT AMOUNT \$0.00	AMOUNT OF INCREASE OR DECREASE N/A	TOTAL MAXIMUM CONTRACT AMOUNT Based on Annual Review			
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE					
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference: ☐ Additional Exhibits (specify):					
This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.					
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED			
DSHS SIGNATURE	PRINTED NAME AND TITLE Amel A. Alsaman Procurement Program Contracts Manager DSHS Central Contracts and Legal Services	DATE SIGNED			

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from July 1, 2022, to June 30, 2023, as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 4 7/18/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 18, 2022

REGULAR AGENDA ☒ **Meeting Date:** July 26, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment #5 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #5 between Department of Health and Clallam County Health and Human Services, which adds supplemental funding to the HHS 2022 budget for the following programs:

- DOH Vector-Borne, in the amount of \$1,500.

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?** ☒

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: July 13, 2022

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

11301-22-CONCON, Amendment #5
Revised: 3-04-2019

**CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 5

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitpages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☒ Adds Statements of Work for the following programs:
Zoonotic Disease Program-WNV Mosquito Surveillance - Effective June 1, 2022
 - ☒ Amends Statements of Work for the following programs:
COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-5 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-4 Allocations as follows:
 - ☒ Increase of \$3,000 for a revised maximum consideration of \$3,504,049.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

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

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

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

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

APPROVED AS TO FORM ONLY
Assistant Attorney General

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: COVID-19 Mass Vaccination-FEMA -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 3

Funding Source ☒ Federal Contractor ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through September 30, 2022

Statement of Work Purpose: The purpose of this statement of work is to establish the task activities, funding period, and billing details for cost reimbursement of FEMA-funded mass vaccination clinics in Washington state.

Revision Purpose: The purpose of this revision is to extend the period of performance and funding end date from 7/1/2022 to 9/30/2022.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change	Total Allocation
*MASS VACCINATION FEMA 100%	934V0200	97.036	333.97.03	01/01/22	09/30/22	0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	0	0

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	*NOTE: Task activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH. DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional Incident Management Team (IMT) to administer the vaccine efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Regionally Coordinated, Locally Implemented. The Local Health Jurisdiction submitted a Mass Vaccination plan to the Department of Health for approval.			*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MI 934V0200) (See Program Specific Requirements below)

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non- clinical facility (fairgrounds, arenas, etc.). Guidance on vaccination protocols must be followed as provided by DOH and CDC. The Department of Health modeled the State of Washington State Patrol Fire Mobilization framework to quickly implement and carry out the Mass Vaccination effort as outlined by FEMA. This process specifically implements contracting with local jurisdictions once capacity is exceeded to effectively carry out the emergency mission as efficiently, equitably, and quickly as possible on a Statewide basis.			
1A	The Department of Health contracted with regional incident management teams and/or regional incident management organizations and works in close coordination and cooperation with Local health jurisdiction (LHJ) to support the COVID-19 Mass Vaccination efforts. The LHJ meets with the contract manager at the department a minimum of once a month and has ongoing conversations around planning and scheduling of mass vaccination efforts as needed. DOH will coordinate with the LHJ and regional IMT/IMO around planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH. Request for regional IMT should be submitted through the normal process through WebEOC. DOH will coordinate with the LHJ and regional IMT/IMO regarding carrying out the filed mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district.	Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Provide any information as requested by the regional IMT.			
1B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds \$5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.	Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	
1C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.	Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.	Daily	
1D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).	Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements**Program Manual, Handbook, Policy References**

Emergency Response Plan (or equivalent)

Medical Countermeasure/Mass Vaccination Plan

Billing Requirements:

Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.

Contract Master Index (MI) Code: 934V0200 General Mass Vaccination

BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:

The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 1, 2022 through ~~July 1, 2022~~ September 30, 2022 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

**EXHIBIT B-5
ALLOCATIONS**
Contract Term: 2022-2024

Contract Number:
Date:

CLH31005
June 1, 2022

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHI Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325	\$60,325	\$244,100
FFY22 USDA WIC Client Svs Contracts	202222W100347	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY22 USDA FMNP Prog Mgmt	NGA Not Received	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	\$572
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	09/30/22	07/01/17	06/30/23	\$311,808	\$311,808	\$311,808
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	\$6,500
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	\$55,682
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	\$143,942
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730	\$222,730	\$222,730
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NGA Not Received	Amd 2	93.323	333.93.32	01/16/22	06/30/22	01/15/21	07/31/23	\$81,407	\$81,407	\$81,407
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	\$490,750		
FFY22 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY22 MCHBG LHJ Contracts	B0445251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	\$56,264
FFY22 MCHBG LHJ Contracts	B0445251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500	\$7,500	\$7,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	\$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	

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

**EXHIBIT B-5
ALLOCATIONS
Contract Term: 2022-2024**

Contract Number: CLH31005
Date: June 1, 2022

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work LHM Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	\$30,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000	\$690,000	\$1,380,000
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000	\$690,000	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400	\$5,400	\$5,400
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400	\$5,400	\$5,400
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$3,504,049	\$3,504,049	
Total consideration:	\$3,501,049										
	\$3,000										
GRAND TOTAL	\$3,504,049										
										GRAND TOTAL	\$3,504,049
										Total Fed	\$2,037,249
										Total State	\$1,466,800

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Zoonotic Disease Program - WNV Mosquito Surveillance - Effective June 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: June 1, 2022 through September 30, 2022

Statement of Work Purpose: The purpose of this statement of work is for Clallam County Health & Human Services to conduct weekly mosquito surveillance for West Nile virus (WNV) in Clallam County during mosquito season, June through September. The detection of the virus in mosquito populations serves as an early warning of disease risk in the localized area. It alerts the local health department to strengthen educational outreach and mosquito control to minimize the health impact of mosquito-borne disease on communities. In addition, data generated by surveillance advances our understanding of the emergence and spread of vector mosquitoes and pathogens in western Washington.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 Vector-borne T2&3 Epi ELC FPH	1882121B	93.323	333.93.32	06/01/22	07/31/22	0	1,500	1,500
FFY22 Vector-borne T2&3 Epi ELC FPH	1882122B	93.323	333.93.32	08/01/22	09/30/22	0	1,500	1,500
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	3,000	3,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Conduct weekly mosquito trapping at two (2) site locations in Clallam County. • Purchase of dry ice, as needed • Set and collect traps Record field data on DOH-provided reporting forms, including zero catch information.	Submit two (2) weekly collections of mosquitoes along with complete corresponding data on reporting forms for trapping events to DOH. Should no mosquitoes be collected during a trapping event, the data reporting form documenting the effort is to be emailed to the DOH Program contact.	Weekly by Thursday during mosquito season, June through September	Reimbursement up to \$3,000 (including staff time, transportation, and costs related to mosquito surveillance activities)

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

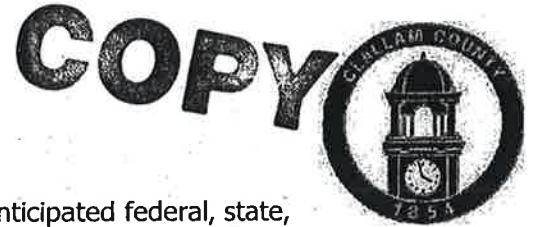
Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://www.usaspending.gov) by DOH as required by P.L. 109-282.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted:

Budget Hearing/Meeting Date:

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

Budget Number xxxxx.xxx.	00100.511	Budget Name	HHS Environmental Health
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	33393.32.3030	DOH Vector-borne T2&3	1,500
Total				1,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	General Fund Reserves	1,500
Total				1,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract Amendment #5 is adding revenue to conduct mosquito trapping for testing of West Nile Virus.

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
7/18/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 07/18/2022**

REGULAR AGENDA ☒ **Meeting Date: 07/26/2022**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.22.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Signature requested on the grant agreement with the Office of Crime Victim Advocacy for funding provided through the Victim/Witness Assistance Grant Program. This grant will fund nearly 70% of the salary and benefits of one of our Victim Witness Coordinator and is an invaluable resource for our office. There are no match requirements and funds must be used to maintain and enhance the service our office provides to victims and witnesses of crimes.

****PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY****

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

Revenues and expenditures have already been factored into the 2022 budget, so no changes are expected.

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

Approve and sign the face sheet. Return to the Prosecuting Attorney's Office to my attention.

County Official signature & print name: Mark Nichols

A handwritten signature in blue ink that reads "Mark Nichols".

Name of Employee/Stakeholder attending meeting: Christi Wojnowski or Mark Nichols

Relevant Departments: Prosecuting Attorney's Office

Date submitted: July 13, 2022

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

Agenda Item Summary - VW Grant
Revised: 3-04-2019

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

117.22.001



Grant Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy

Community Services and Housing Division

For

SFY 2023 Victim/Witness Assistance Grant

Start date: 07/01/2022

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Attachment A – Scope of Work

Attachment B – Budget

Attachment C – Certification of Compliance with Federal Regulations

Attachment D – U.S. Department of Justice Certified Standard Assurances

Attachment E – Subgrant Award Report (SAR)

Attachment F – EEOP Certification Form

FACE SHEET

Grant Number: S23-31101-005

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
SFY 2023 Victim/Witness Assistance Grant**

1. Grantee CLALLAM, COUNTY OF 223 E 4TH ST, STE 3 PORT ANGELES, WA 98362		2. Grantee Doing Business As (optional) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Jillian Munger Victim Witness Coordinator Phone: (360) 417-2587 Email: jillian.munger@clallamcountywa.gov		4. COMMERCE Representative Cheryl Rasch Program Coordinator Phone: (360) 725-2870 cheryl.rasch@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia WA 98501	
5. Grant Amount \$62,230.00	6. Funding Source Federal: State: ☒ Other: N/A:	7. Start Date 07/01/2022	8. End Date 06/30/2023
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	CFDA Number N/A	Indirect Cost Rate N/A
10. SWV# SWV0000200-12	11. UBI # 601639015	12. UEI # JV6JJNELRBS5	
13. Grant Purpose To provide funding that strengthens Victim/Witness Assistance program activities.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C – Certification of Compliance with Federal Regulations; Attachment D – U.S. Department of Justice Certified Standard Assurances; Attachment E – Subgrant Award Report (SAR); Attachment E – EEOP Certification Form and Grantee's Application for funding.			
FOR GRANTEE _____ Signature _____ Name _____ Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by Chapter 39.34 RCW.

2. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 C.F.R. 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, as appropriate) and COMMERCE may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

3. BILLING PROCEDURES AND PAYMENT

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Form provided by OCVA program staff. The Invoice Voucher shall be submitted to Cheryl Rasch, Program Coordinator, Office of Crime Victims Advocacy. Invoices can be submitted electronically by email to cheryl.rasch@commerce.wa.gov, or via Secure Access Washington and the Commerce Contract Management System (CMS).

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Duplication of Billed Costs

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

Disallowed Costs

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$62,230.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current travel rates may be accessed at:

<https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>.

5. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

6. CONFERENCES, MEETINGS, AND TRAININGS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Justice Programs (OJP) website at [DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs \(ojp.gov\)](#).

Any training or training materials that the Grantee, or any Subgrantee at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

7. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

8. EXAMINATION OF RECORDS

The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

9. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

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

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

11. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may analyze grant expenditures as a proportion of the grant budget. If COMMERCE determines, in its sole discretion, that the grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

12. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

13. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

14. NON-SUPPLANTING

The Grantee agrees that Grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

16. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

As applicable. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

DOJ monitors and evaluates risk for COMMERCE, and COMMERCE monitors and evaluates risk for Grantees. Grantee agrees to comply with any additional requirements that may be imposed if COMMERCE has designated the Grantee as "high risk" via risk assessment and monitoring procedures.

17. REPORTING

Grantees must collect and maintain data that measure the performance and effectiveness of work done under this grant.

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2023 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Grantee shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Grantee shall maintain documentation and records that support the data reported in InfoNet.

The Grantee shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

Quarterly Performance Reports

As applicable. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

Grantees submit this information to COMMERCE via InfoNet, COMMERCE reports to OVC.

Grantees may be required to submit narrative reports in addition to the InfoNet data. See funding application for details.

18. REQUIREMENT OF REMEDIES FOR NON-COMPLIANCE AND MATERIALLY FALSE STATEMENTS

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

19. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

20. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

21. SUBAWARDS ("SUBGRANTS") SPECIFIC FEDERAL AUTHORIZATION

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

22. SUBGRANT AWARD REPORT (SAR)

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

Grantees submit this information to COMMERCE, who then submits this information to OVC.

23. SPECIFIC APPROVAL REQUIRED IN PROCUREMENT EXCEEDING \$250,000

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-

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award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of Compliance with Federal Regulations
- Attachment D – U.S. Department of Justice Certified Standard Assurances
- SFY 2023 Victim/Witness Assistance Grant Application for Funding as submitted and approved by COMMERCE

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

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administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

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

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

13. DUPLICATE PAYMENT

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

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

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

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

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

17. INDUSTRIAL INSURANCE COVERAGE

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

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18. LAWS

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

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

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

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

22. PAY EQUITY

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

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

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

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23. POLITICAL ACTIVITIES

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

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

24. PUBLICITY

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

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

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

32. SUBGRANTING/SUBCONTRACTING

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

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

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

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

33. SURVIVAL

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

34. TAXES

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

35. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item

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of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

SCOPE OF WORK**SFY 2023 Victim/Witness Assistance Grant****July 1, 2022 through June 30, 2023**

Clallam County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the SFY 2023 Victim/Witness Assistance Grant during the grant period.

This Grant is not a benefit or entitlement to the Grantee. It is not to be used to acquire property or services for the federal or state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Grant must be used to support the services outlined and approved in the SFY 2023 Victim/Witness Assistance Grant funding application. Activities shall include, but not limited to:

- system-based advocacy for the victim;
- information and support for crime victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving support and services directly for crime victims.

DATA REQUIREMENTS

If providing direct services or outreach the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2023 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than **October 15, 2022; January 15, 2023, April 15, 2023,** and **with final invoice.**

DELIVERABLES

1. Reports – As described in Section 17 of Special Terms and Conditions
2. Audit – If required, audit must be received no later than nine (9) months after the end of the Grantee's fiscal year
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of required vouchers will be submitted on time
2. 100% of required reports will be completed on time

BUDGET**July 1, 2022 through June 30, 2023**

<u>Budget Item</u>	<u>Amount</u>
Salaries	\$ 43,680.00
Benefits	\$ 18,550.00
Total	\$ 62,230.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of training volunteers. Additional information may be found [DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs \(ojp.gov\)](#)

No Grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at

<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf> .

Any purchase over \$5,000 must be pre-approved by COMMERCE.

CERTIFICATION OF COMPLIANCE WITH FEDERAL REGULATIONS

All OJP award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OJP grants and cooperative agreements are available at: "General Conditions" for OJP Awards in FY 2022 | Office of Justice Programs. These do not supersede any specific conditions in this award document.

1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OJP website, including any updated version that may be posted during the period of performance. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

2. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (*Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)*), and are incorporated by reference here.

3. Employment Eligibility Verification for Hiring Under the Award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients obligations under this condition are posted on the OVW website at

<https://www.ojp.gov/funding/explore/legaloverview2022/mandatorytermsconditions#employment-eligibility-verification-for-hiring-under-the-award> (*Award Condition: Employment eligibility verification for hiring under award*), and are incorporated by reference here.

4. Determinations of Suitability to Interact with Participating Minors

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individuals' employment status. Details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (*Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors*), and are incorporated by reference here.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38 and 28 C.F.R Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities,

as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28- Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

6. General Appropriations – Law Restrictions on the use of Federal Funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021> (*General appropriations-law restrictions on use of federal funds*), and are incorporated by reference here.

7. Unreasonable Restrictions on Competition Under the Award; Association with Federal Government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

8. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712

10. Notification of Findings of Discrimination or Non-Compliance

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

11. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

12. FFATA reporting: Subawards and executive compensation

As applicable. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

COMMERCE submits FFATA information on behalf of all Grantees.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Name of Authorized Official

Mark Nichols

Signature of Authorized Official

Prosecuting Attorney

Title of Authorized Official

7/13/22

Date

**U.S. DEPARTMENT OF JUSTICE
CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20101); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));
 - C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation

Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols
Name of Authorized Official

Mark Nichols
Signature of Authorized Official

Prosecuting Attorney
Title of Authorized Official

7/13/22
Date

Subgrant Award Report (SAR)

Complete the information below, this will be used by OCVA to complete the federal Subgrant Award Report (SAR) which collects basic information on subgrant recipients and program activities that will be implemented with VOCA plus match funds.

How to video is here: <https://vimeo.com/365156967>

1. Organization Name: **Clallam County Prosecuting Attorney's Office**
2. VOCA Crime Victim Assistance Funds Awarded in this grant: **\$ 0.00**
3. Sub-Grant Number (number assigned to your contract): **S23-31101-005**
4. Budget and Staffing

Indicate below the requested information based on the subrecipient's current fiscal year. Report the total budget available to the victim services program, by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. For example, if VOCA funds are awarded to support a victim advocate unit in a prosecutor's office, only report the budget for the victim advocate unit.

Information Requested	Response	Explanation (as required)
A. Total budget for all victimization programs and services	\$ 191,068.00	The amount reported is for the current fiscal year. Include the subaward amount for this contract/grant.
B. Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year	State funds: \$62,230.00 Local funds: \$112,421.00 Other federal funds: \$16,417.00 Other non-federal: \$	Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY OTHER FEDERAL includes all federal funding except the subaward amount reported in Question 2.
C. Total number of paid staff for all subgrantee victimization program and/or services	Total Paid Staff: Enter Whole Number 2	Count each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.
D. Number of staff hours funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services	Number of Hours: 1560	Total COUNT of hours to work by all staff supporting the work of this VOCA subaward plus match.
E. Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services	Volunteer Staff: Enter Whole Number 0	COUNT each volunteer staff once. DO NOT prorate based on FTE.
F. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs	Number of Hours: 0	Total count of hours to work by all volunteers supporting the work of this VOCA subaward plus match.

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: CLALLAM, COUNTY OF

Address: 223 E 4TH ST STE 3 PORT ANGELES, WA 98362

Is agency a ☐ Direct or ☒ Sub recipient of OJP, OWW or COPS funding?

Law Enforcement Agency? ☐ Yes ☒ No

DUNS Number: 075739235

Vendor Number (only if direct recipient): N/A

Name and Title of Contact Person: Jillian Munger, Victim Witness Coordinator

Telephone Number: (360) 417-2587

E-Mail Address: jillian.munger@clallamcountywa.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees.

☐ Indian tribe.

☐ Medical Institution.

☐ Nonprofit Organization.

☐ Educational Institution.

☐ Receiving an award less than \$25,000

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

[responsible official],

certify that _____

[recipient]

Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review

[responsible official],

certify that _____

[recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____

[date] to the

Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date



AGENDA ITEM SUMMARY

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

6
7/18/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 07/18/22

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 | ☒ Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary:

Sheriff Benedict and Chief Corrections Deputy Wenzl would like to discuss current and future options to staff and fund the Jail Medical program in the Jail.

Budgetary impact:

For discussion.

Recommended action:

Discussion will dictate action.

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

Name of Employee/Stakeholder attending meeting: Sheriff and Chief Corrections Deputy

Relevant Departments: Sheriff's Office

Date submitted: 07/13/22

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



AGENDA ITEM SUMMARY

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

7
7/18/22

Department: DCD

WORK SESSION ☒ Meeting Date: 7/18/2022

REGULAR AGENDA ☒ Meeting Date: 7/26/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #WQ-22-026 334.22.008 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Jefferson County contracts with Clallam County to participate with Jefferson County in meetings and educational outreach activities to support the North Pacific Coast Marine Resources Committee, as outlined in the attached scope of work (Exhibit A), consistent with the grant between Jefferson County and the Department of Fish and Wildlife #21-18965 and Jefferson County will compensate Clallam County up to the sum of \$15,000.00 in the fiscal years 2021-2023 for the activities and products detailed in Exhibit A.

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?** ☐ NA
No budgetary impact

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The DCD requests signature by Mark Ozias on the RCO Grant Agreement.
Please sign. This contract was reviewed and approved by Dee Boughton.

County Official signature & print name: Lori Kennedy for Mary Ellen Winborn
Lori Kennedy for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 7/12/22

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

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



334.22.008



**Interlocal Agreement
Regarding Clallam County and Jefferson County
North Pacific Coast MRC Implementation**

WHEREAS, Chapter 36.125 RCW provided authority for the Washington Department of Fish and Wildlife (WDFW) to create a new program to provide support for the development, administration, and coordination of coastal Marine Resources Committees (MRCs) and MRC-sponsored projects that benefit coastal and marine resources; and

WHEREAS, Clallam County and Jefferson County approved a joint resolution on September 15, 2009 to form the North Pacific Coast Marine Resources Committee (NPC MRC) under Chapter 36.125 RCW; and

WHEREAS, the Washington Department of Fish and Wildlife (WDFW) has contracted with Jefferson County (WDFW #21-18965) to implement the North Pacific Coast Marine Resources Committee; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) provides authority for governmental entities to exercise their respective powers jointly through intergovernmental agreements;

NOW, THEREFORE, it is mutually agreed that:

Jefferson County contracts with Clallam County to participate with Jefferson County in meetings and educational outreach activities to support the North Pacific Coast Marine Resources Committee, as outlined in the attached scope of work (Exhibit A), consistent with the grant contract between Jefferson County and the Department of Fish and Wildlife #21-18965 and Jefferson County will compensate Clallam County up to the sum of \$15,000.00 in fiscal years 2021-2023 for the activities and products detailed in Exhibit A.

Each of the Counties will name an administrator for this Agreement who will also represent that County on the Committee. Their names and job titles are listed here:

Rebecca Mahan, Clallam County Habitat Biologist/MRC Coordinator
Tami Pokorny, Jefferson County Natural Resources Program Coordinator

Any personal property purchased or leased by a County and used in furtherance of this Agreement shall remain the property of the purchasing or leasing County or with the State of Washington consistent with WDFW #21-18965.

Jefferson County will be responsible for maintaining the NPC MRC roster with the exception of the Clallam County administrator named above and the three local residents from Clallam County which will be appointed by Clallam County. Jefferson County and Clallam County will

coordinate to ensure that the voting membership, to include a total of six local residents, three from each county, represent all four of the following categories:

Conservation/Environmental Groups
Recreational Groups
Economic Groups
Scientific Community

This agreement will terminate no later than June 30, 2023. Both parties may terminate this agreement upon 30 days' notice to the director of Clallam County Community Development or the director of Jefferson County Public Health for any reason.

To the extent of its comparative liability, each County agrees to indemnify, defend and hold the other County, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A County shall not be required to indemnify, defend, or hold the other County harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other County.

In the event of any concurrent act or omission of the Counties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each County's comparative liability.

The Counties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Counties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

If mutual indemnification language is used and includes a "waiver" of immunity under the Washington State Industrial Insurance Act, RCW Title 51 or other workmen's compensation, disability or benefit acts, the following language should be used to maintain basic workmen's compensation protection for the County:

The indemnification obligations of the Counties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each County hereby expressly waives any immunity afforded by such acts to the extent required by a County's obligations to

indemnify, defend and hold harmless the other County. A County's waiver of immunity does not extend to claims made by its employees directly against the County as employer. The foregoing indemnification obligations of the Counties are a material inducement to enter into this Agreement and have been mutually negotiated.

This agreement may be amended by the mutual written agreement of both parties. The basis for amending or terminating this agreement may be an increase or decrease in project funding, addition of required tasks not addressed in this agreement, or other items affecting the planning process required under Chapter 36.125 RCW.

The effective date of this agreement shall be July 1, 2021. This document may be executed in counterparts, each of which will have the same force and effect of the original.

SIGNED this 21st day of June, 2022.

JEFFERSON COUNTY	CLALLAM COUNTY
DATE: <u>6/21/22</u>	DATE: _____
BY: <u>[Signature]</u> Heidi Eisenhour Chair, Board of County Commissioners	BY: _____ POSITION: _____
BY: <u>Approved Telephonically</u> Kate Dean Commissioner	BY: _____ POSITION: _____
BY: <u>[Signature]</u> Greg Brotherton Commissioner	BY: _____ POSITION: _____
APPROVED AS TO FORM ONLY:	APPROVED AS TO FORM ONLY:
BY: <u>[Signature]</u> June 8, 2022 Philip C. Hunsucker Date Chief Civil Deputy Prosecuting Attorney	BY: <u>Bert D. Boughton</u>

Exhibit A Scope of Work
North Pacific Coast Marine Resources Committee (MRC)

The following are tasks in contract WDFW Contract #21-18965 that require joint actions of both Jefferson and Clallam counties, and for which Clallam County will be compensated in the total amount of \$15,000.00 during 2021-2023.

Jefferson County Estimated Allocation	
<u>(WDFW Contract #21-18965)</u>	
	<u>Amount</u>
Payroll and Travel	\$ 15,000.00
Supplies	\$ 00.00
TOTAL:	\$ 15,000.00

Task 1: Two-County Partnership

Deliverable 1(a): Participate in the development of an inter-local agreement (ILA) to formalize the two-county partnership for the NPC MRC.

Deliverable 1(b): When scheduling allows, attend monthly MRC meetings in Forks, or by video or phone conference, the annual Coastal MRC Summit, and any other coastal MRC related meetings or events that may be scheduled.

Deliverable 1(c): Participate in the development and implementation of annual MRC outreach events.



AGENDA ITEM SUMMARY

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

8
7/18/22

Department: DCD

WORK SESSION ☒ Meeting Date: 7/18/2022

REGULAR AGENDA ☒ Meeting Date: 7/26/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334-22-009 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The purpose of this agreement is to provide Washington Conservation Corps (WCC) members to complete the environmental service project of planting for the Dungeness Floodplains Restoration Project.

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

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

County Official signature & print name: Lori Kennedy for Mary Ellen Winborn
Lori Kennedy for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 7/13/2022

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

Agenda Item Summary
Revised: 3-04-2019

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



334-22-009

AGREEMENT NO. WCC-2230

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY
AND

Clallam County (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and Clallam County hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2022 and be completed on 9/30/2023 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$ 19840. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
4 WCC Crew Weeks	\$19,840 (\$1,240/day)
Total SPONSOR Cost	\$19,840
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$6613 per WCC Crew week consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$36,053 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

ASSIGNMENT

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

ASSURANCES

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

CONFORMANCE

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.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share 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 completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and 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 restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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

INDEPENDENT CAPACITY

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

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

STATEMENT OF WORK

Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, clear active or abandoned homeless encampments and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement.
2. Enroll members to begin service no sooner than October 3, 2022 and no later than October 17, 2022 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 17, 2023. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, aa two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
3. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2022-2023 WCC Events Calendar

2022-2023 WCC Events Calendar

October							November							December							January						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2		1 [✓]	2	3	4	5	6				1 [✓]	2	3	4						1	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9 [✱]	10	11	2	3 [✓]	4	5	6	7	8
10	11	12	13 ⁺	14	15	16	14	15 ⁺	16	17	18	19	20	12	13	14	15	16	17	18	9	10 [✱]	11	12 ⁺	13	14	15
17 [✓]	18	19	20	21	22	23	21	22	23	24	25	26	27	19 [✓]	20	21	22	23 [✱]	24	25	16	17	18	19	20	21	22
24	25 [✱]	26	27 ⁺	28	29	30	28	29	30 ⁺					26	27	28	29 ⁺	30	31		23	24	25 [✱]	26	27	28	29
31 ⁺																					30	31 ⁺					

February							March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1 [✓]	2	3	4	5			1 [✓]	2	3	4	5					1	2	1 [✓]	2	3	4	5	6	7
6	7	8	9	10 ⁺	11	12	6	7	8	9	10 ⁺	11	12	3 [✓]	4	5	6 ⁺	7	8	9	8	9	10 ⁺	11	12	13	14
13	14	15 ⁺	16 [✓]	17	18	19	13	14	15 ⁺	16 [✓]	17	18	19	10 ⁺	11	12	13 ⁺	14	15	16	15 ⁺	16 [✓]	17	18	19	20	21
20	21	22	23 ⁺	24 ⁺	25	26	20	21	22	23 ⁺	24 ⁺	25	26	17 [✓]	18	19	20 ⁺	21	22	23	22	23	24	25 ⁺	26	27	28
27	28 ⁺						27	28	29	30 ⁺	31			24	25 ⁺	26	27 ⁺	28	29	30	29	30	31 ⁺				

June							July							August							September						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1 [✓]	2	3	4						1	2		1 [✓]	2	3 ⁺	4	5	6					1	2	3
5	6	7	8	9 [✱]	10	11	3 [✓]	4	5	6	7	8	9	7	8	9	10 ⁺	11	12	13	4	5 [✓]	6	7	8	9	10
12	13	14	15 ⁺	16	17	18	10 ⁺	11	12	13 ⁺	14	15	16	14	15 ⁺	16 [✓]	17 ⁺	18	19	20	11 [✓]	12	13	14 ⁺	15	16	17
19	20 [✓]	21	22	23	24	25	17 [✓]	18	19	20	21	22	23	21	22	23	24	25 [✱]	26	27	18 [✓]	19	20	21	22	23	24
26 ⁺	27	28	29 ⁺	30			24	25 ⁺	26	27 ⁺	28	29	30	28	29	30	31 ⁺				25	26	27	28	29	30	
							31 ⁺																				

	Holiday (Observed) - Day Off
	Orientation
	Assistant Supervisor Training
	MLK- Sup Holiday, Member Service Day
	Individual Placement Meeting (Virtual)
	Elective Training: 3/6-3/9 & 6/5-6/8
	3/4-Term Member Orientation
	Supervisor Refresher Trainings
	Spike (2 wks on special assignment)

	AmeriCorps Swearing-in (0.5 day - Virtual)
	PDPs Due (July: QT members only)
	eTime: Hours entered
	eTime: Prior pay period approval due
	Payday (10th & 25th, varies on weekends)
	Production (last Thursday of the month)
	Supervisors: Crew interviews
	Noxious Weed Control Workshops
	3/23 Olympic; 3/30 Central/E. WA;
	4/6 S. Puget Sound; 4/13 N. King County/Snohomish;
	4/20 S. King County; 4/27 NW

	Start (FT/Oct. 3QT=10/3, Jan. 3QT=1/17, QT=6/12)
	Exit Paperwork Due 8/17
	End Date (FT/Jan. 3QT/QT=9/7, Oct. 3QT=6/8)
	End-of-year Presentations
	8/17 Olympic; 8/24 Central/E. WA & S. Puget Sound;
	8/31 S. King County & N. King County/Snohomish; 9/5 NW

Shutdown Weeks:

	Supervisors: Finalize Interviews/Enrollment
	Supervisors: Cross-training
	Supervisors: All staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	170
February	150
June	160
Fullterm: Oct. 3-Sept. 7	1860

FT: 1700-hr min, \$6,495 Ed Award

November	150
March	180
July	160
Oct. 3QT: Oct. 3-June 8	1370

3QT: 1200-hr min, \$4,546.5 Ed Award

December	160
April	160
August	190
Jan. 3QT: Jan. 17-Sept. 7	1300

January	170
May	180
September	30
QT: June 12-Sept. 7	490

QT: 450-hr min, \$1,718.25 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday



9
7/18/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7-18-22

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 - update |

Documents exempt from public disclosure attached: ☐

Executive summary:

Marsha Massey – Olympic Peninsula Visitor Bureau will provide an update on Olympic Peninsula Tourism. Presentation will include economic impacts of tourism, lodging tax refresher and marketing campaign results.

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 only.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Marsha Massey – Olympic Peninsula Visitor Bureau

Relevant Departments: Board of Commissioners

Date submitted: 7-11-22

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



OLYMPIC PENINSULA TOURISM UPDATE

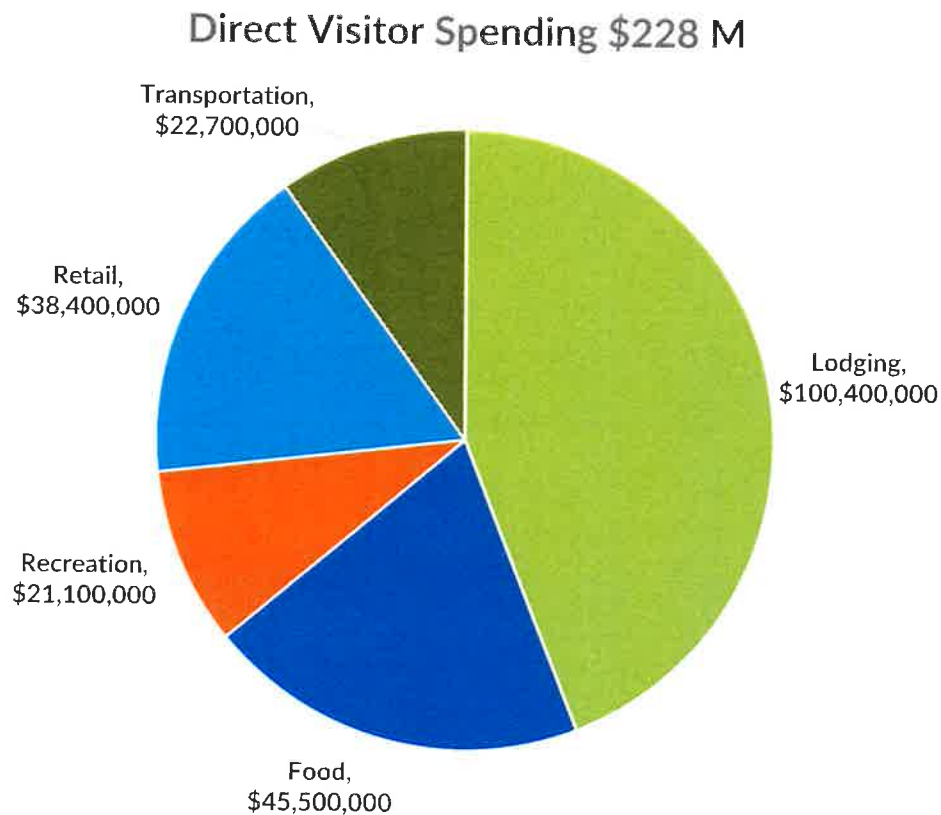
**Clallam County Commissioners
Work Session
July 18, 2022**



Agenda

- Economic Impacts of Tourism
- Lodging Tax Refresher
- Marketing Campaign Results

Value of Tourism to Clallam County (2021)



- Direct Visitor Spending: **\$228 M** (+48.5%)
 - Lodging \$100.4 M (+84%)
 - Food / Beverage: \$45.5 M (+33%)
 - Recreation: \$21.1 M (+26%)
 - Retail: \$38.4 M (+25%)
 - Transportation: \$22.7 M (+31%)
- Local Employment: **1,809**
 - Represents 5.24% of all county employment
- Local Labor Income: **\$57.4 M**
- State / Local Taxes: **\$20.8 M**

Source: Tourism Economics

Visitors Save Local Residents Money

Tax offset per
county household:
\$627





What is Lodging Tax?

- Paid by overnight visitors, not by local residents
- Charged on overnight stays (less than 30 days), in hotels, motels, inns, cabins, B&Bs, RV and campsites, short term vacation rentals
- 2% credit against state sales tax on lodging + 2% special hotel/motel tax
- Comes back to the municipality in which it was generated
- State RCW lays out very specific uses – not general fund
- Benefits **locals** as well as visitors

How Lodging Tax Works

Example Hotel Folio

- 2% “state-shared” lodging tax (credit)
- 2% “special” tax



TBEX Fam Group (OPVB)
US

Date 05/05/22
Folio # 442874
Room 9000
Cashier 1210
Page 1 of 1

Membership
Arrival 04/24/22
Departure 04/26/22
Nights 2
Guest Folio Red Lion Port Angeles

Date	Description		Charges
04/24/22	Accommodation	Routed From Tate Kim Of Room #204	99.00
04/24/22	State Tax	Routed From Tate Kim Of Room #204	8.71
04/24/22	Occupancy Tax	Routed From Tate Kim Of Room #204	1.98



Municipality as
advised by LTAC

Grants

LINCOLN PARK
BMX
PORT ANGELES, WA



JUAN de FUCA
festival
MAY 27-29

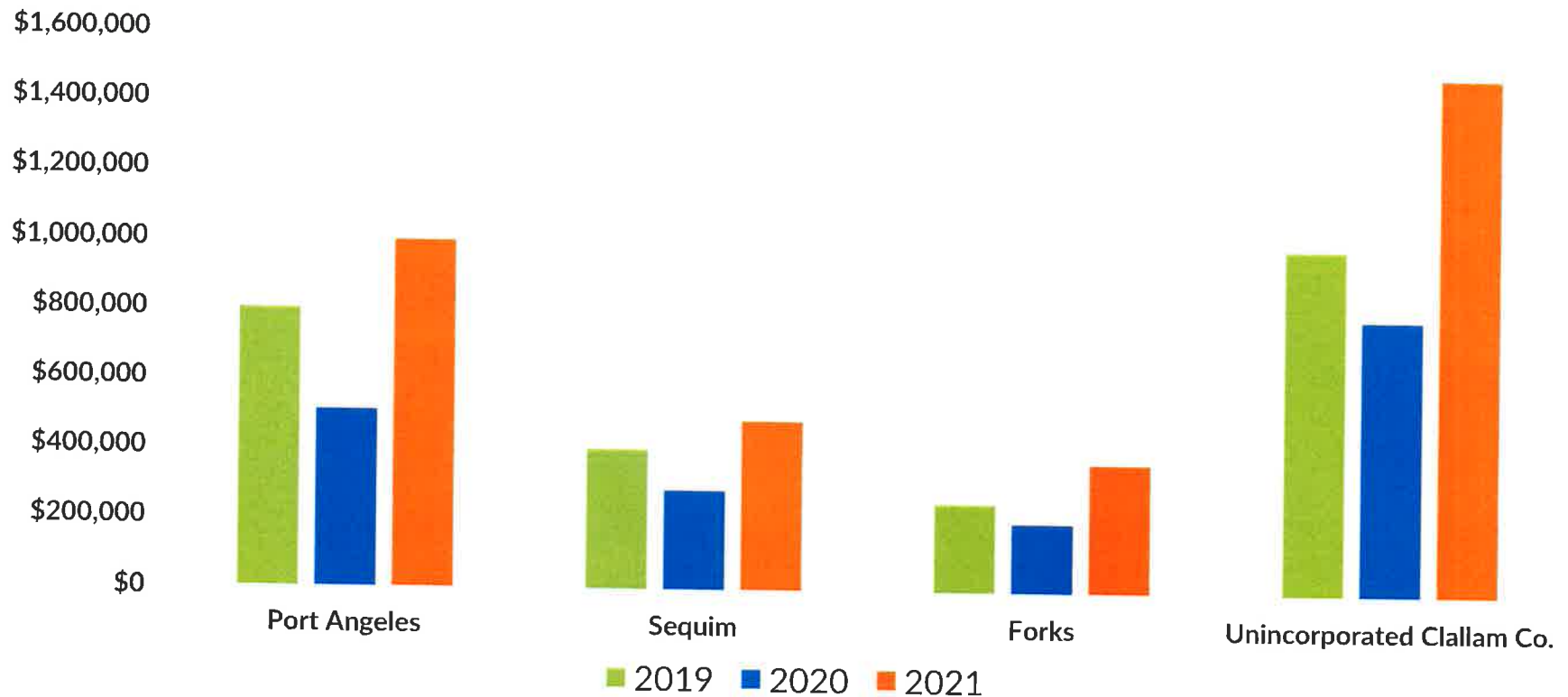


Visitor Attraction, Spending

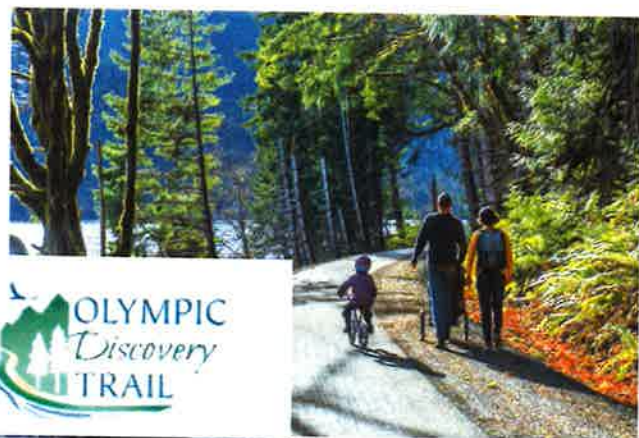
and Overnight Stays



Clallam County Lodging Tax Overview



Examples of Programs / Projects Supported by Clallam County Lodging Tax Funds



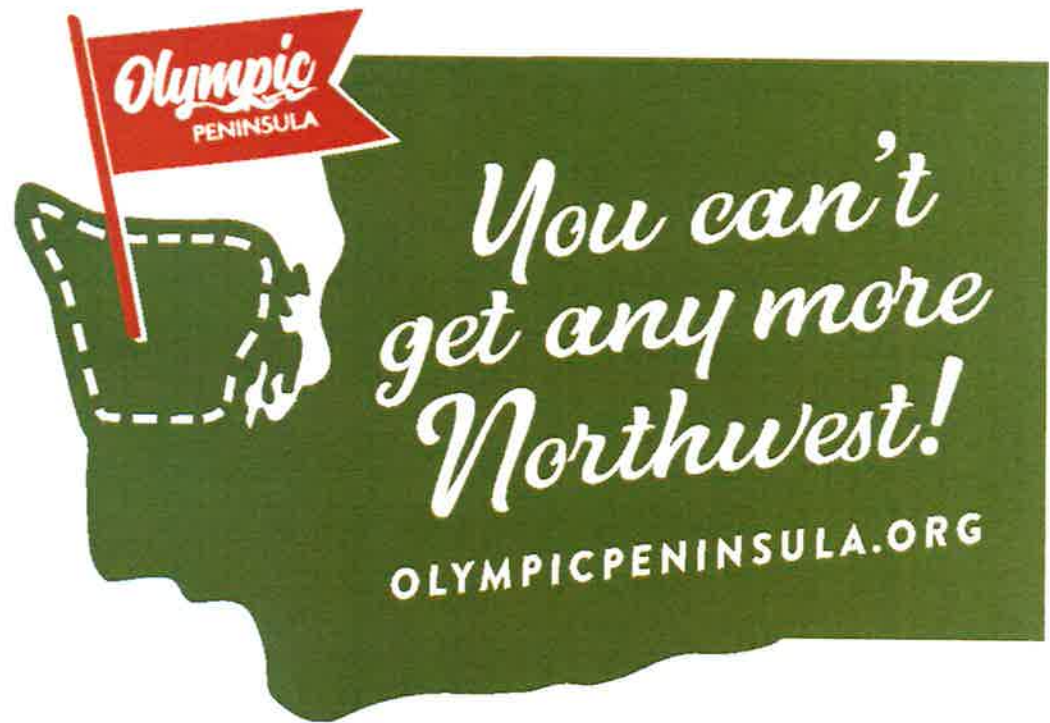


2020-2022 MARKETING CAMPAIGNS



2020 – 2022 Marketing Campaigns

- Post-COVID response
- Shoulder season focus
- Targeting drive markets
- Messaging-Speak to the true Northwesterner
 - “When” statements
 - A little quirky
 - Open, inviting, safe



TOTAL ESTIMATED SPRING 2022 CAMPAIGN IMPRESSIONS

32,031,478+

*Final campaign numbers will be higher due to bonusing and other advertising outlets used during the campaign (ie. social media and e-news).

SPRING CAMPAIGN OVERVIEW

Estimated Revenue Generated: \$1,385,000 to \$2,771,000*

Estimated Return on Investment: 9.7X to 19.4X

Spring Campaign Spend: \$142,500

- ▶ 145,786* website users at industry average 2.2% (low) to 4.4% (mid) conversion rate with an average of \$432 spent per party
- ▶ 34% increase in website users translates to 3.4% - 6.8% of revenue generated from the spring campaign*
- ▶ Plus, inspiration for future travel to the Olympic Peninsula continuing after the campaign

*Numbers are based on March 1 to June 30, 2022 vs March 1 to June 30, 2021 OlympicPeninsula.org website statistics and lodging tax revenue (includes Clallam, Port Angeles, Sequim, Forks, Jefferson and Port Townsend).



SPRING DIGITAL ADS

Generic Ads



Co-op Ads

Forks



Sequim



Port Angeles



Port Ludlow



SPRING PRINT ADS

WHEN YOUR BACKYARD IS A MILLION ACRES OF WILDERNESS

You can't get any more Northwest!



The Northwest is a way of life, not just a place – and you can't get any more Northwest than Washington's Olympic Peninsula. Explore snow-capped mountains, lush temperate rain forests, and rugged Pacific Coast beaches within nearly one million acres of wilderness.

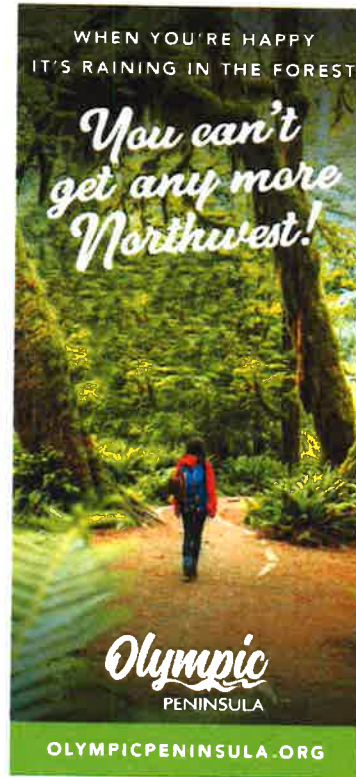
Olympic
PENINSULA

Get your FREE travel planner and begin your next Northwest adventure at OlympicPeninsula.org.

1889 Magazine Full Page Ad

WHEN YOU'RE HAPPY
IT'S RAINING IN THE FOREST

You can't get any more Northwest!



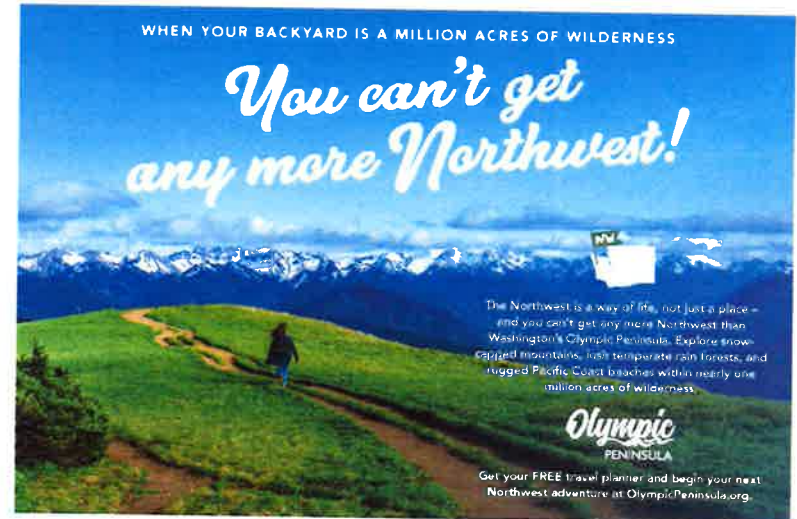
Olympic
PENINSULA

OLYMPICPENINSULA.ORG

AAA 1/6 Page Ad

WHEN YOUR BACKYARD IS A MILLION ACRES OF WILDERNESS

You can't get any more Northwest!



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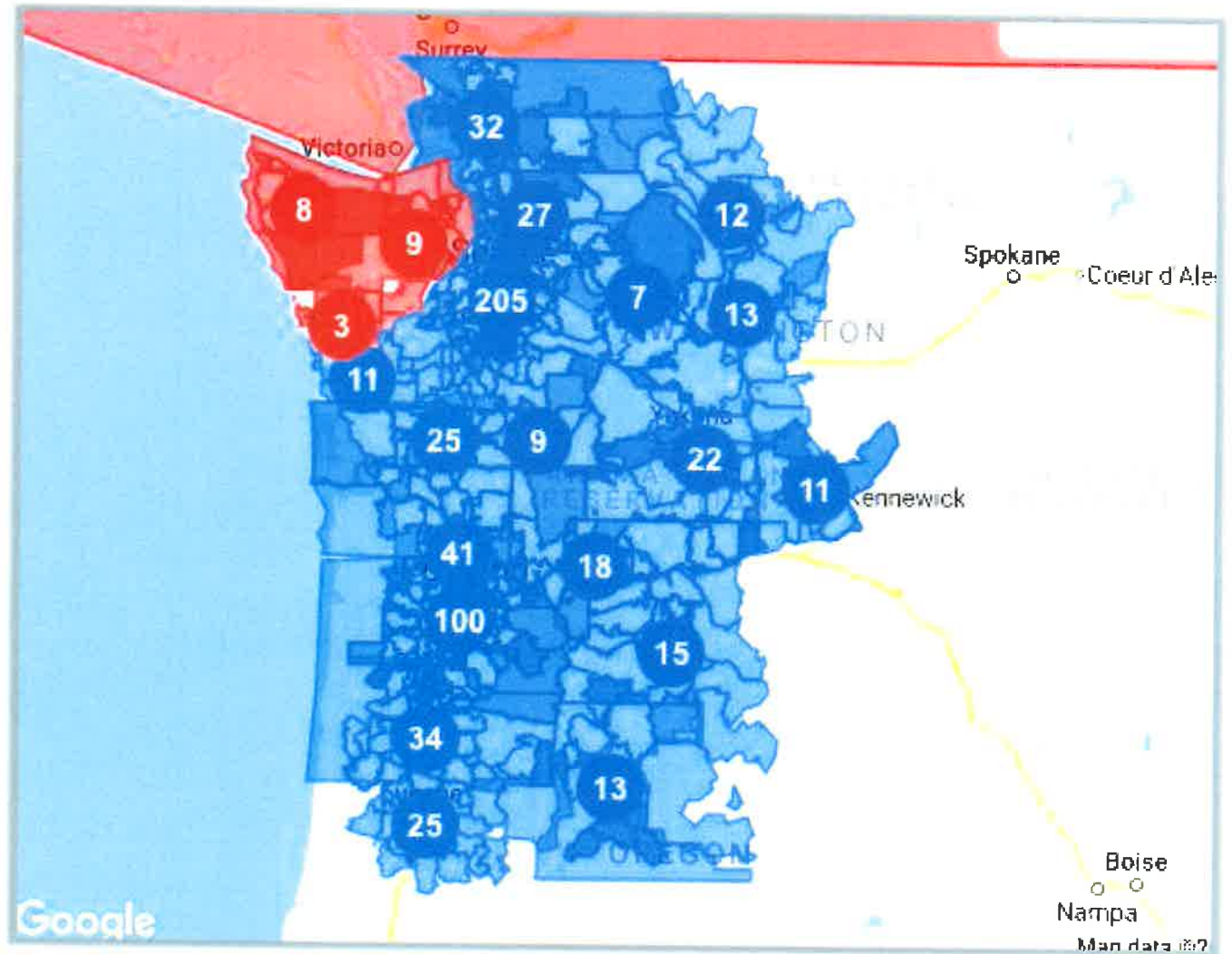
Olympic
PENINSULA

Get your FREE travel planner and begin your next Northwest adventure at OlympicPeninsula.org.

NW Travel 1/2 Page Ad

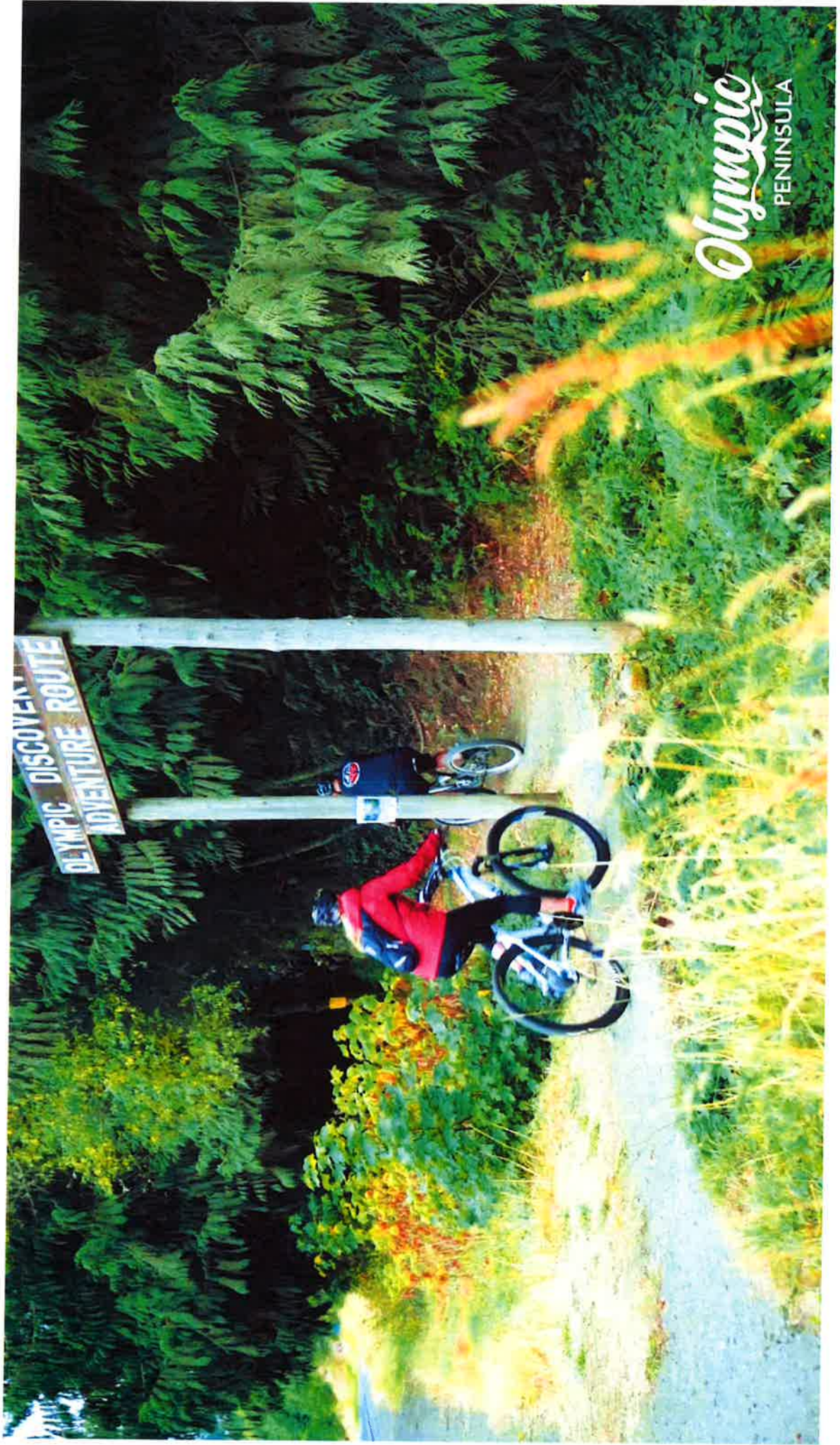
Olympic
PENINSULA

GeoTargeting





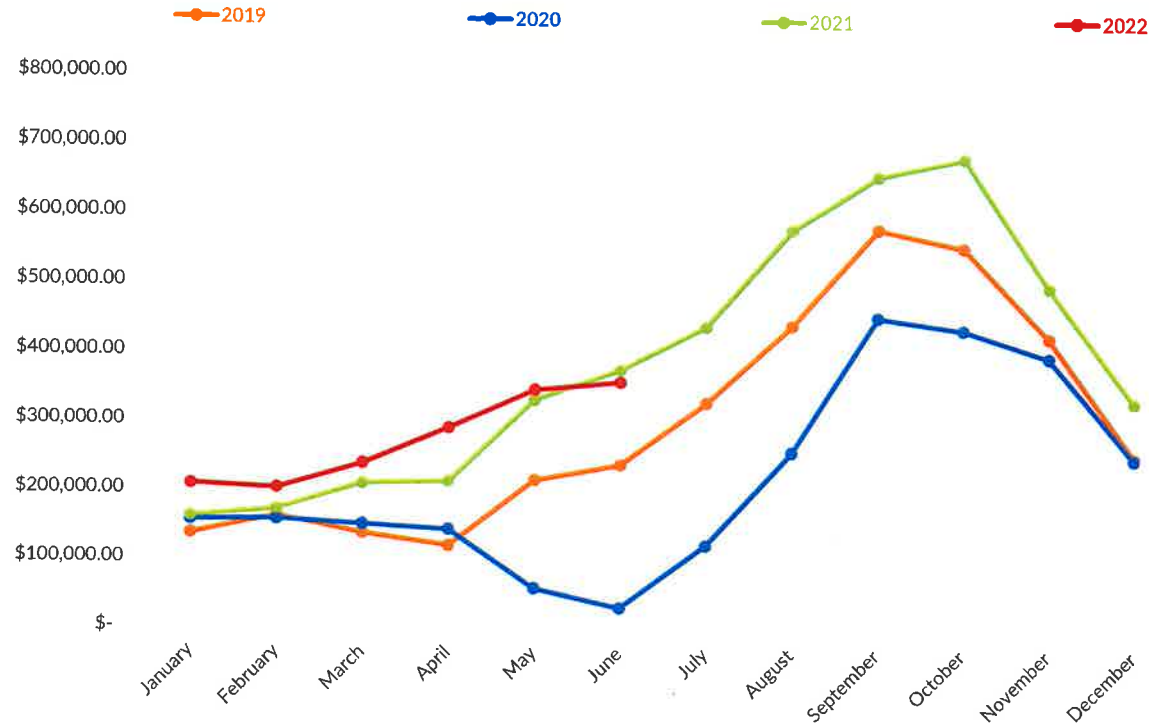
Olympic
PENINSULA



Olympic
PENINSULA

HOW WE ARE DOING YEAR TO YEAR

- ▶ 5% decrease in lodging tax revenue June 2022 vs 2021*
- ▶ 12% overall increase in lodging tax revenue 2022 YTD vs 2021 YTD (Jan-June)**

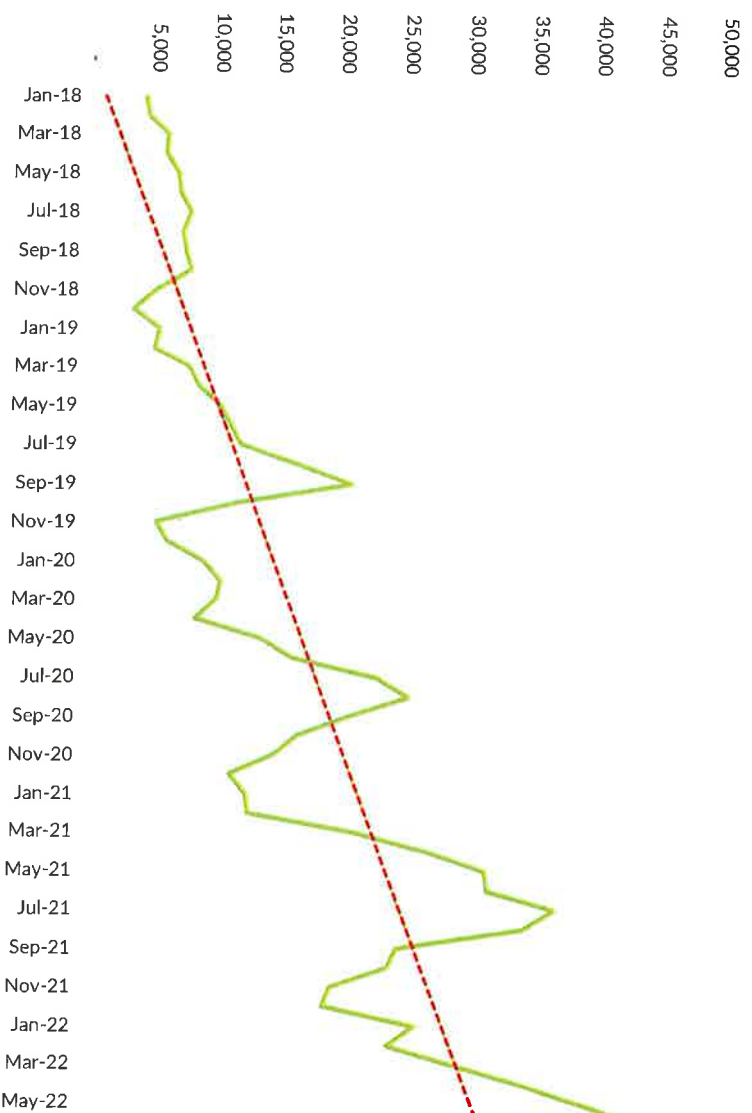


*Numbers are based on June 1 to 30, 2022 vs June 1 to 30, 2021 lodging tax revenue (includes Clallam, Port Angeles, Sequim, Forks, Jefferson and Port Townsend).

**Numbers are based on January 1 to June 30, 2022 vs January 1 to June 30, 2021 lodging tax revenue (includes Clallam, Port Angeles, Sequim, Forks, Jefferson and Port Townsend).

HOW WE ARE DOING CUMULATIVELY

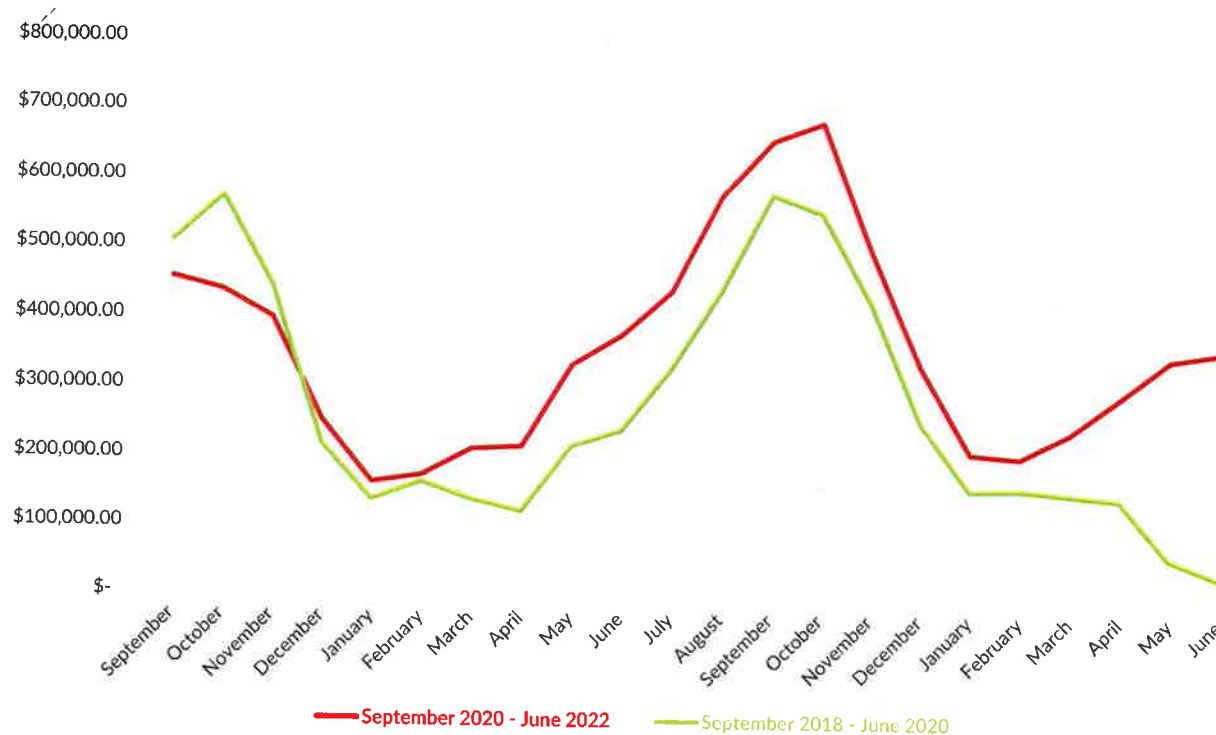
- ▶ **172%** cumulative increase in **website users** from Sept 2020 to June 2022 vs previous period (Sept 2018 to June 2020)*
- ▶ Website statistics continue to trend upwards



*Numbers are based on September 1, 2020 to June 30, 2022 vs September 1, 2018 to June 30, 2020 OlympicPeninsula.org website statistics.

HOW WE ARE DOING CUMULATIVELY

- ▶ **30%** increase in lodging tax revenue from Sept 2020 to June 2022 vs previous period (Sept 2018 to June 2020)*



*Numbers are based on September 1, 2020 to June 30, 2022 vs September 1, 2018 to June 30, 2020 lodging tax revenue (includes Clallam, Port Angeles, Sequim, Forks, Jefferson and Port Townsend).



It All Begins with a Visit...

- When you build a place that people want to **visit**, you build a place that people want to **live**.
- When you build a place that people want to **live**, you build a place that people want to **work**.
- When you build a place that people want to **work**, you build a place **that business has to be**.
- And when you build a place that **business has to be**, you've just come full circle and you built a place that people want **to visit**.

Maura Gast, Executive Director,
Visit Irving Texas



Thank You!

Questions?

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360.452.8552