



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 15, 2024 – 9:00 a.m.

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

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

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

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

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

Modification

Revised Modification - added on 7-12-24 - postpone item 18 

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Contract with Washington State Military Department and State 911 Funds for emergency dispatch center

Contract 

3. Contract amendment 2 with Washington State Military Department and US Department of Homeland Security for Operation Stonegarden Grant

Contract amendment 2 

4. Agreement with Washington State Department of Commerce for Multi-jurisdictional Task Forces OPNET

Agreement 

5. Agreement amendment 1 with Washington Association of Sheriffs and Police Chiefs for field response services

Agreement amendment 1 

6. Project Safer informational report

Report 

7. Resolution Authorizing Project Safer participation, no cost access to the Clallam County Fair Resolution 
8. Briefing and call for request for proposals to be received no later than Monday, August 19, 2024 at 3 p.m. for Clallam County Coordinating Low-income Housing Planning Consultant Request for proposals call 
9. Agreement amendment 19 with Department of Health for consolidated contract to add/amend the statement of work Agreement amendment 19 
10. Agreement with Washington State Department of Commerce to address homelessness Agreement 
11. Agreement with Serenity House of Clallam County to address homelessness Agreement 
12. Discussion and request to formally adopt Coroner's Office Insignia and amend policy County Policy 450 Vehicle Use Request 
13. Agreement with San Juan County for detention holds and services Agreement 
14. Agreement with Washington State Criminal Justice Training Commission to establishing an Officer Wellness Program Agreement 

Public Works

15. Agreement and project prospectus form with Washington State Department of Transportation for Old Olympic Highway Resurfacing Project Agreement and project prospectus 
16. Notice to call for bids to be received no later than Tuesday, August 13, 2024 at 10 a.m. for S. Airport Road Resurfacing Project C1262 Notice of call for bids 

Community Development

17. Request for land division extension of LDV2019-00016 Ernst Short Plat Request 

Board of Commissioners

18. Postpones - Clallam County Poet Laureate update ? 10:30 am

Update 

Postpone - item 18 

19. Discussion and next steps regarding Economic Development Council funding request for consult-11 am

Discussion and next steps 

20. Discussion and next steps regarding Kroger opioid settlement

Discussion and next steps 

24. Discussion regarding Clallam County Fire District 5 - 10:30 a.m.

Discussion - Added 7-12-24 

Budget

21. Discussion on proposed budget revisions to be considered on July 30 (5a)*

Budget revisions 

22. Discussion of proposed supplemental appropriations to be considered on July 30 (5b)*

Supplemental appropriations 

23. Discussion of proposed debatable emergencies to be considered on July 30 (5c)*

Budget emergencies 

General Discussion/Items for Future Agendas

- A. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- B. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- C. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- D. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- E. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

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

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

MEMORANDUM

REVISED

LONI GORES
Clerk of the Board

July 15, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been postponed on the July 15, 2024 work session agenda:

Board of Commissioners

18 Clallam County Poet Laureate update – **10:30 am**

- The following item has been added to the July 15, 2024 work session agenda:

Board of Commissioners

24 Discussion regarding Clallam County Fire District 5 – **10:30 am**



AGENDA ITEM SUMMARY

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

JUL 15 2024

Department: Sheriff

WORK SESSION ☒ Meeting Date: 7/15/24

REGULAR AGENDA ☒ Meeting Date: 7/23/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11061-24-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This is a renewal of grant funding awarded by the state to counties in support of emergency dispatch centers. Since our dispatch center, PenCom, is run by the City of Port Angeles, we receive these funds and pass them through to their agency.

Budgetary impact: Included into annual budget

Recommended action: Board approval

County Official signature & print name: Elizabeth Waknitz

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff, PenCom

Date submitted: 7/9/24

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

SECO Coordinator Professional Development (CPD) Contract SFY2025
CONTRACT FACE SHEET

1. Contractor Name and Address: Clallam County Agency (COUNTY) 223 E 4th Street Port Angeles, Washington 98362		2. Contract Amount: \$ 45,650	3. Contract Number E25-005
4. Contractor's Contact Person, phone number: Karl Hatton/360.417.4911 khatton@pencom.us		5. Contract Start Date July 1, 2024	6. Contract End Date August 15, 2025
7. MD Program Manager/phone number: Teresa Lewis / 253.512.7481 teresa.lewis@mil.wa.gov		8. Unique Entity Identifier (UEI #): JV6JJNELRBS5	9. UBI # (state revenue): 054-004-559
10. Funding Authority: Washington State Military Department and State 911 Funds			
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66	12. Program Index# & Obj/SubObj: 7928A and 79281 NZ	13. CFDA # & Title: NA	14. TIN or SSN: 91-6001298
15. Service Districts: (BY LEGISLATIVE DIST): 24th (BY CONGRESSIONAL DIST): 6th		16. Service Area by County(ies): CLALLAM	17. Women/Minority-Owned, State Certified? ☒ N/A ☐ NO ☐ YES, OMWBE #
18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other		19. Contract Type (check all that apply): ☒ Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Advertised? ☐ YES ☒ NO		21. Contractor Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER	
22. BRIEF DESCRIPTION: This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursements amounts are detailed in the attached Budget Sheet (Attachment E).			
IN WITNESS THEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), and the Budget Sheet (Attachment E), govern the rights and obligations of the Parties to this Contract.			
In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and (e) Any other provisions of the contract incorporated by reference. This Contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.			
WHEREAS, the Parties hereto executed this Contract on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE COUNTY:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military DEPARTMENT		Signature _____ Date _____ Mike French, Chairman Clallam County Board of Commissioners	
APPROVED AS TO FORM Dierk Meierbachtol (signature on file) 5/9/2022 Assistant Attorney General		 Approved as to Form	

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

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

II. KEY PERSONNEL:

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

COUNTY:

DEPARTMENT:

Name:	Karl Hatton	Name:	Teresa Lewis
Title:	Deputy Director	Title:	SECO 911 County Assistance Program Manager
E-Mail:	khatton@pencom.us	E-Mail:	teresa.lewis@mil.wa.gov
Phone:	360.417.4911	Phone:	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

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

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state 911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state 911 account must be "used to support the priorities established in RCW 38.52.545, procure, fund, and manage the statewide 911 emergency communications system network, purchase goods and services that support the counties and Washington state patrol public safety answering points in providing 911 baseline level of service statewide, assist the counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs, acquire 911 hardware, software, and technology appropriate to support a 911 emergency communications system, 911 emergency communications training and public education, support the statewide coordination and management of the 911 emergency communications system, and for modernization needs as technology evolves of the 911 emergency communications systems statewide";
- B. RCW 38.52.540(3) provides that the State 911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of the 911 emergency communications system and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state 911 moneys may be expended, the state 911 coordinator, with the advice and assistance of the 911 advisory committee, must consider needs necessary to provide a baseline level of 911 service by individual counties and their designated Washington state patrol public safety answering points. Priorities for available 911 emergency communications system funding are as follows: (1) To procure, fund, and manage the statewide 911 network and supporting services, and assure that 911 dialing is operational statewide; (2) To assist counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs as necessary to assure that they can achieve a baseline level of service for 911 operations; and (3) To assist counties and their designated Washington state patrol public safety answering points to acquire 911 hardware, software, and technology to support a 911 emergency communications system baseline level of service";
- D. WAC 118-66-020 reiterates the 911 funding purposes and priorities established by the legislature;

- E. WAC 118-66-040 describes COUNTY eligibility for funding; and
- F. WAC 118-66-050 lists expenses that “may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator” and “in accordance with the purposes and priorities established by statute and regulation”.

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

- A. Consistent with the statutes and regulations cited herein, this Contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. This Contract includes Statewide Services that benefit all counties and does not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this Contract include:
 - 1. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee briefings, Advisory Committee Subcommittee meetings, Coordinator Forum(s), State Supported training, and National Conference attendance; and
 - 2. Reimbursement of selected Public Education expenses, selected 911 salaries, benefits and training; and
 - 3. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services; and
 - 4. Connection to the Emergency Services Internet Protocol Network (ESINet).
 - a. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
 - b. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
 - c. In the event of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis.
- B. Expenses.
 - 1. General Reimbursement Requirements for COUNTY:
 - a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
 - c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for use in the primary Public Safety Answering Points (PSAPs) only, unless otherwise specified in applicable DEPARTMENT policy, as provided in Section VII D of this Contract;
 - 2. Ineligible Items:

Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.
 - 3. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, (including additional hard copy documentation required by an “Action Plan” due to audit findings), so they are received by the DEPARTMENT by the last day following the month in which payment was made;

- c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
- d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training has been attended, with the exception of conference registration fee(s), which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2024** and **June 30, 2025** (the Performance Period). Work started prior to **July 1, 2024**, and/or not complete by **June 30, 2025**, will be considered outside the Performance Period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

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

- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

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

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports	1	No later than the last day following the end of the month.
Local Travel Policy/Procedures	1	30 days after signatures on this Contract and then annually.
3rd Quarter Review	1	March 31, of each year
911 COOP	1	June 30, 2025
Training Certification(s)	1	June 30, of each year
Final Reimbursement Request	1	July 31, 2025

All contract work must not start prior to July 1, 2024, and must be delivered, installed/completed, and accepted by June 30, 2025. The COUNTY may submit the final report by July 31, 2025, as described above. Final billing not received by July 31, 2025, will not be processed.

- F. **Attendance Obligations:** The COUNTY agrees to send the designated 911 personnel to the following events:
- Advisory Committee Meetings: The COUNTY agrees to send the 911 Coordinator or designee to as many of the Advisory Committee meetings as possible each contract period, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
 - Advisory Committee Briefings: The COUNTY agrees to have the 911 Coordinator or designee participate in as many of the Advisory Committee briefings as possible each contract period, but no less than half of the scheduled Advisory Committee briefings per contract period; and
 - Coordinator Forums: The COUNTY agrees to send the 911 Coordinator or designee and additional appropriate 911 representatives to all of the Coordinator Forums held each contract period; and
 - Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend a Coordinator Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
 - Training Coordinator Training: The COUNTY agrees to send the 911 Training Coordinator or appropriate 911 representative to attend a Coordinator Forum or a training class per contract period and participate in half of the scheduled Training Subcommittee meetings; and
 - GIS Coordinator: The COUNTY agrees to send the 911 GIS Coordinator or appropriate 911 representative to participate in half of the scheduled GIS Workgroup meetings, in accordance with the Statement of Work (Attachment C).
- G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development category as needed. Budget categories are as specified or defined on the budget sheet of the Contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Contract, the DEPARTMENT will reimburse the COUNTY up to the maximum of **\$45,650**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.

- B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.
- C. Conditioned upon the COUNTY's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY within available funds.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
 - a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
 - b. "**COUNTY**" shall mean the named county performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
 - c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "**PSAP**" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.
 - f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

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

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

- 16) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.
- 17) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate, or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 18) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned, or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- 19) **NONDISCRIMINATION:** During the performance of this Contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
- a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
 - b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.
- 20) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

- 21) **RECORDS, MONITORING, AND AUDIT ACCESS:**
- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
 - b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
 - c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
 - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem

necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

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

23) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracting and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.

24) **TERMINATION:**

- a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

25) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

26) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

**STATEMENT OF WORK
SECO COUNTY CPD CONTRACT - SFY2025
July 1, 2024 – June 30, 2025**

CPD1 911 Coordinator

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 system, and report 911 outages to the SECO.
2. 911 Coordinator or pre-approved/designated alternate attend 75% of Advisory Committee (AC) meetings held per contract period.
3. 911 Coordinator or pre-approved/designated alternate attend 50% of Advisory Committee (AC) briefings held per contract period.
4. 911 Coordinator or pre-approved/designated alternate attend all of the Coordinator Forums held per contract period. If forum is virtual, 911 Coordinator or preapproved/designated alternate will participate in at least the coordinator/director roundtable meeting and one training session.
5. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
6. Provide a detailed copy of the County 911 Continuity of Operations Plan (911 COOP) by June 30, 2025 that at a minimum, addresses the following:
 - a. 911 call routing during periods of system failure or PSAP abandonment
 - Identify call routing when the ESINet cannot deliver calls to the PSAP;
 - Identify call routing when the local telephone network cannot deliver 911 calls to the ESINet;
 - Identify call routing when the PSAP call handling equipment is not functional;
 - Identify call routing during PSAP abandonment (alternate county PSAP, local back-up, other).
 - b. Identify if the PSAP's COOP addresses how to continue radio/dispatch operations, CAD operations, and other critical functions necessary to maintain emergency communications center operations during an event.
7. Retain all contract records for six (6) years after contract closure.

CPD 4 MSAG/Mapping/GIS Coordinators

1. Maintain, deliver, and improve GIS data (Road Centerlines and Address Points) for location validation (LVF).
 - a. Site Structure Address Points (SSAP) data MUST be submitted as part of the GIS dataset.
 - b. The minimum number of address points should be greater than or equal to 10% of the ALI records for the jurisdiction, as measured on or before September 30, 2024.
2. ALI discrepancy reports (DR) shall be submitted using the Comtech ALI DBMS.
3. Required GIS data layers must be uploaded and pass critical quality checks at least quarterly or provide notification to the SECO in writing that no substantial changes were made to the previous data layers.
4. Participate in 50% of any scheduled GIS Workgroup meetings held during the contract period. Participation can be in-person, virtual, or on a project.

CPD4 IT Coordinator

1. Participate in the selection, installation, and/or maintenance of 911 equipment/software (IE: CPE/CHE
2. All equipment/software purchases that touch the WA State ESINet, must be tested and proven to be compatible with the ESINet in accordance with "ESInet-to-PSAP SIP interface Control Document TSCW 62289-1". The cost of compatibility falls on the vendor and/or county. The SECO will not be financially or technically responsible for ensuring compatibility with the ESINet., CAD, network, network security, etc...).
3. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5 Call Receiver Training

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

CPD3 Public Education

1. Attend a 911 Coordinator forum or a public education class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.
3. Submit an annual report that outlines the agency's public education activities and highlights any changes the agency has made to the program during the contract period.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5 Training Coordinator

1. Attend a 911 Coordinator Forum or a training class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.

SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY CPD CONTRACT - SFY2025
July 1, 2024 – June 30, 2025

SECO CONTRACT REIMBURSEMENT SCHEDULE

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

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

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

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION

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

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	<u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expenses for the 911 Coordinator or pe-approved designee to attend all AC meetings. 911 Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings. <u>Advisory Committee (AC) Briefings (Virtual):</u> 911 Coordinator or pe-approved designee must attend 50% of all AC Briefings held per contract period. <u>AC Subcommittee Meetings:</u> Travel reimbursement expenses for all Subcommittee members to participate in subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws. <u>Coordinator Forums:</u> Travel reimbursement expenses for a total of two PSAP/911 employees to attend all of the Coordinator Forum(s) held per contract period. One of the attendees must be the 911 Coordinator or pre-approved designee. <u>Communications Training Officer (CTO) Workshops:</u> Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period. <u>SECO supported:</u> Travel reimbursement expenses for the 911 Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 Coordinators may request SECO Supported designation by email to the SECO County Assistance Program Manager.

CPD2	911 Coordinator Training	The 911 Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to \$6,000 (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills. For counties with a population of 1.5 million or more the authorized amount for the 911 Coordinator is doubled for an additional person to attend training \$12,000 (per contract period)
CPD3	911 Public Education	Up to \$5,000 (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911 and public education materials. (See: <i>SECO Public Education Policy</i>)
CPD4	911 Technical Salaries/Benefits and Training	Up to \$13,500 (per contract period) is authorized for salaries/ benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.
CPD5	911 Call Receiver Training	Total training funds calculated at \$500 (per contract period) per full-time call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or \$15,000) per county. These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external. Funds may also be used for a new hire call receiver salary while in training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers' overtime and backfill while in training status. <u>Regionalized Counties</u>, only the Host County is eligible for this line item.
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at 1 per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation. Should there be additional funds available following the fulfillment of BSO, WSP, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.
CPD7	911 Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.

BUDGET SHEET
SECO COUNTY CPD CONTRACT– SFY2025
July 1, 2024 – June 30, 2025

	SFY2025
Coordinator Professional Development (CPD)	\$ 45,650
TOTAL CONTRACT NOT TO EXCEED	\$ 45,650



3

AGENDA ITEM SUMMARY

JUL 15 2024

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 7/15/24

REGULAR AGENDA ☒ **Meeting Date:** 7/23/24

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-24-02 |
| ☐ Resolution | ☐ Proclamation |
| ☐ Draft Ordinance | ☐ Final Ordinance |
| | ☐ Budget Item |
| | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Operation Stonegarden grant awarded to the Sheriff's Office for FFY 2021 is being extended to allow additional time for some of our friendly forces to expend their budgets, as well as updating the key personnel for both the County and State on the contract. The budget will remain the same, and is used by participating agencies for overtime patrols in support of Border Patrol's mission to enhance our border security.

Budgetary impact: Will be added via supplemental or included in budget planning

Recommended action: BOCC approval

County Official signature & print name: Elizabeth Waknitz

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 7/9/24

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

**Washington State Military Department
AMENDMENT**

11068-24-02

1. SUBRECIPIENT NAME/ADDRESS: Clallam, County of Sheriff's Office 223 E 4th Street, suite 12 Port Angeles, WA 98362-3000		2. GRANT NUMBER: E23-049	3. AMENDMENT NUMBER: 2
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Elizabeth Waknitz, 360-417-2393 elizabeth.waknitz@clallamcountywa.gov		5. DEPARTMENT CONTACT, PHONE/EMAIL: Courtney Bemus, 253-512-7141 Courtney.bemus@mil.wa.gov	
6. EIN: 91-6001298	7. ASSISTANCE LISTINGS # & TITLE: 97.067 - 21HSGP (OPSG)	8. FEDERAL AWARD ID # (FAIN): EMW-2021-SS-00083-S01	
9. FUNDING AUTHORITY: The Washington State Military Department (Department) and the US Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: End date extension and Award letter update to ensure the full expenditure of the award. Changes are noted in red font, strikethrough, and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: 1. The Grant Agreement Amount of \$97,500 remains unchanged. 2. Change the Subrecipient Contact, Phone/Email, as described on Page 2 of this Amendment. 3. Change the Grant Agreement End Date from August 31, 2024 to June 30, 2025 as described on Page 2 of this Amendment. 4. Change the Department Contact, Phone/Email, as described on Page 2 of this Amendment. 5. Change Attachment A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel, as described on Page 2 of this Amendment. 6. Change the original 21HSGP Award Documents EMW-2021-SS-00083, Attachment C, as described on Page 2 of this Amendment. 7. Change the Revision 1 Timeline, Attachment F, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Mike French, Chair of the Board of County Commissioners Clallam County	
BOILERPLATE APPROVED AS TO FORM: _____/Signature on file/ David B. Merchant, Assistant Attorney General 10/11/2021		APPROVED AS TO FORM (if applicable): Applicant's Legal Review 7/9/24 _____ Date	

Washington State Military Department Amendments to Agreement E23-049

1. **Change Subrecipient Contact phone/email from Alice Hoffman to Elizabeth Waknitz.**
 - a. Agreement Face Sheet, Box 4. ~~Alice Hoffman, ahoffman@co.clallam.wa.us, 360-417-2257,~~
Elizabeth Waknitz, elizabeth.waknitz@clallamcountywa.gov, 360-417-2393
2. **Change the Grant Agreement End Date from August 31, 2024 to June 30, 2025.**
 - a. Agreement Face Sheet, Box 6. ~~August 31, 2024~~ June 30, 2025
3. **Change Department Contact from Deborah Henderson to Courtney Bemus.**
 - a. Agreement Face Sheet Box 7. ~~Deborah Henderson, 253-512-7461,~~
~~deborah.henderson@mil.wa.gov~~ Courtney Bemus, 253-512-7141, courtney.bemus@mil.wa.gov
4. **Change Attachment A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel.**
 - a. Under SUBRECIPIENT:
 - i. Replace Ron Cameron with Lorraine Shore (see below).
 - ii. Remove Alice Hoffman (see below).
 - iii. Update Elizabeth Waknitz title to Chief Civil Deputy (see below)
 - iv. Add Judy Minnoch (see below)
 - b. Under DEPARTMENT:
 - i. Replace Deborah Henderson with Courtney Bemus (see below).
 - ii. Replace Zoie Choate with Peggy Simmons (see below)
 - iii. Replace Courtney Bemus with Grant Miller (see below)
 - iv. Add Sierra Wardell (see below).

SUBRECIPIENT		DEPARTMENT	
Name	~~Alice Hoffman~~	Name	~~Deborah Henderson~~ Courtney Bemus
Title	~~Chief Civil Deputy~~	Title	Program Coordinator
E-Mail	~~alice.hoffman@clallamcountywa.gov~~	E-Mail	~~Deborah.henderson@mil.wa.gov~~ courtney.bemus@mil.wa.gov
Phone	~~360-417-2257~~	Phone	~~253-512-7470~~ 253-512-7141
Name	Elizabeth Waknitz	Name	~~Zoie Choate~~ Peggy Simmons
Title	~~Administrative Specialist~~ Chief Civil Deputy	Title	Program Manager
E-Mail	elizabeth.waknitz@clallamcountywa.gov	E-Mail	~~zoie.choate@mil.wa.gov~~ peggy.simmons@mil.wa.gov
Phone	360-417-2393	Phone	~~253-512-7461~~ 253-512-7061
Name	~~Ron Cameron~~ Lorraine Shore	Name	~~Courtney Bemus~~ Grant Miller
Title	Undersheriff	Title	Program Assistant
E-Mail	~~ron.cameron@clallamcountywa.gov~~ lorraine.shore@clallamcountywa.gov	E-Mail	~~courtney.bemus@mil.wa.gov~~ grant.miller@mil.wa.gov
Phone	~~360-417-2459~~ 360-417-2570	Phone	~~253-512-7141~~ 253-512-7061
Name	Judy Minnoch	Name	Sierra Wardell
Title	Accountant	Title	Financial Operations Section Manager
Email	judy.minnoch@clallamcountywa.gov	Email	sierra.wardell@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7121

5. **Change the original Award Documents, Attachment C.**
 - a. Original 21HSGP Award Documents EMW-2021-SS-00083, Attachment C, with Revision 1
21HSGP Award Documents EMW-2021-SS-00083, Attachment C.
6. **Change the Revision 1 Timeline, Attachment F.**
 - a. Revision 1 Timeline, Attachment F, with Revision 2 Timeline, Attachment F.

Attachment C

**Revision 1, 21HSGP Award Documents
EMW-2021-SS-00083**

**U.S. Department of Homeland Security
Washington, D.C. 20472
GRANT AMENDMENT LETTER**

Washington Military Department
Gail Cram
Building 20
Camp Murray, WA 98430 - 5122
Re: Amendment #: EMW-2021-SS-00083-A11

Dear Gail Cram,

The amendment to change the award information for Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) (Award #: EMW-2021-SS-00083-S01) has been approved on 01/10/2024. The changes to the award information are listed below.

Period of Performance Change:

Previous End Date:	08/31/2024
Adjusted End Date:	08/31/2025

Previous Budget End Date:	08/31/2024
Adjusted Budget End Date:	08/31/2025

Please allow 2-3 business days for this information to be reflected in the Payment and Reporting System (PARS). The award information contained in this amendment supersedes award information listed in previous award packages and amendments. If you have any questions or concerns regarding your grant funds, please call 1-866-927-5646.

TAMARA YVONNE THOMPSON
Grants Specialist

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington Military Department
ORGANIZATION EIN: 91-6001095
ORGANIZATION DUNS: 808883383
ORGANIZATION UEI: D2EJRGZ2PLG8
ORGANIZATION TYPE: State governments
ORGANIZATION CONGRESSIONAL DISTRICT CODE: WA-09
ORGANIZATION PHYSICAL ADDRESS: Building 20
Camp Murray, WA 98430 - 5122
ORGANIZATION MAILING ADDRESS: Building 20
Camp Murray, WA -
PROGRAM: Homeland Security Grant Program
SOLICITATION NAME: Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)
SOLICITATION YEAR: 2021
SOLICITATION DESCRIPTION: The FY 2021 HSGP provides funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.
AMENDMENT NUMBER: EMW-2021-SS-00083-A11

Name of the AO who signed the amendment

TAMARA

THOMPSON

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Article LI - Amended Summary Description of Award: Operation Stonegarden

Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount

of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Amended Summary Description of Award for Operation Stonegarden Allocation

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$0; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$160,300. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article III - Funding Hold: SHSP National Priorities

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

Cybersecurity \$162,500 Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500 King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000 King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000 Emerging Threats, \$190,803 WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803 Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000 Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

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

Article IV - Operation Stonegarden Program Hold

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

Article V - Operation Stonegarden Program Performance Goal

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

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

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

Article VII - Universal Identifier and System of Award Management

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

Article VIII - Americans with Disabilities Act of 1990

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

Article IX - SAFECOM

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

Article X - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XI - National Environmental Policy Act

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

Article XII - Acknowledgement of Federal Funding from DHS

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

Article XIII - USA PATRIOT Act of 2001

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

Article XIV - Age Discrimination Act of 1975

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

Article XV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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

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

Article XVII - Notice of Funding Opportunity Requirements

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

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

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

Article XIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XX - Non-Supplanting Requirement

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

Article XXI - Drug-Free Workplace Regulations

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

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must

complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

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

Article XXIV - DHS Specific Acknowledgements and Assurances

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

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

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

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

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

Article XXVI - Civil Rights Act of 1968

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

Article XXVII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVIII - Activities Conducted Abroad

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

Article XXIX - Energy Policy and Conservation Act

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

Article XXX - Procurement of Recovered Materials

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

Article XXXI - Homeland Security Grant Program Performance Goal

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

Article XXXII - Terrorist Financing

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

Article XXXIII - Prior Approval for Modification of Approved Budget

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

Article XXXIV - Hotel and Motel Fire Safety Act of 1990

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

Article XXXV - Duplication of Benefits

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

Article XXXVI - Fly America Act of 1974

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

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

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

Article XXXVIII - Lobbying Prohibitions

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

Article XXXIX - False Claims Act and Program Fraud Civil Remedies

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

Article XL - Federal Debt Status

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

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

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

Article XLII - Disposition of Equipment Acquired Under the Federal Award

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

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

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

Article XLIV - Copyright

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

Article XLV - Reporting Subawards and Executive Compensation

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

Article XLVI - Use of DHS Seal, Logo and Flags

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

Article XLVII - Whistleblower Protection Act

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

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

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

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

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

Article XLIX - Patents and Intellectual Property Rights

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

Article L - Rescission of Funding Hold: SHSP National Priorities

A funding hold was placed on the award under Agreement Article III, and \$353,303 was on hold in the FEMA financial systems. FEMA has reviewed the additional information provided and approved the expenditures for the following SHSP investments under the national priority areas:

Cybersecurity \$162,500 Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500 King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000 King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000 Emerging Threats, \$190,803 WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803 Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000 Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

FEMA has determined that these investments are effective. The conditions in Agreement Article III have been met for the costs or activities outlined above, so FEMA rescinds the hold and releases SHSP funds in the amount of \$353,303. The recipient may draw down or reimburse subrecipients for, and subrecipients may obligate or expend federal funds in the amounts described above to support costs or activities associated with the investments listed above.

Article LI - Amended Summary Description of Award: Operation Stonegarden

The following reallocation of Operation Stonegarden (OPSG) funds is based on a request from the recipient reviewed and approved by FEMA. In its request, the recipient confirmed that its requested reallocations and subaward changes comply with the terms of this grant award, including 2 C.F.R. 200.339. The amended OPSG allocations are as follows: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah

Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$0; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$0; Whatcom \$235,300. DHS has determined that these changes are in the interests of homeland security pursuant to 6 U.S.C. 609(e).

Obligating Document for Amendment

1a. AGREEMENT NO. EMW-2021-SS-00083-S01	2. AMENDMENT NO. EMW-2021-SS-00083-A11	3. RECIPIENT NO. 91-6001095	4. TYPE OF ACTION AMENDMENT	5. CONTROL NO. WX04670N2021T , WX04671N2021T , WX04674N2021T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 01/10/2024	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2025 Budget Period 09/01/2021 08/31/2025	

15. DESCRIPTION OF ACTION

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

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

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

N/A

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

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

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

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

17. RECIPIENT SIGNATORY OFFICIAL OR DESIGNEE (at the time of the Award) (Name and Title)	SIGNATURE DATE
Daugherty, Bret Major General, The Adjutant General	09/22/2021 16:48
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
TAMARA YVONNE THOMPSON, Grants Specialist	Wed Jan 10 21:53:15 UTC 2024

Revision 2 Timeline

**Clallam County Sheriff's Office
21OPSG Timeline**

Date	Task
September 1, 2021	Grant Agreement Start Date
June 9, 2022	Operations Order approved by FEMA
April 1, 2023	Estimated date work will begin
NLT July 31, 2023	Submit Reimbursement Request
NLT October 31, 2023	Submit Reimbursement Request
NLT January 31, 2024	Submit Reimbursement Request
NLT February 24, 2024	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
NLT July 31, 2024	Submit Reimbursement Request
NLT October 31, 2024	Submit Reimbursement Request
NLT January 31, 2025	Submit Reimbursement Request
NLT April 30, 2025	Submit Reimbursement Request
~~August 31, 2024~~ June 30, 2025	Grant Agreement End Date. All work ceases.
NLT ~~October 15, 2024~~ August 14, 2025	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2021 - August 31, ~~2024~~ 2025



4
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 7/15/24

REGULAR AGENDA ☒ **Meeting Date:** 7/23/24

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11008-24-01

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: Washington State appropriated funding for drug task forces around the state to continue their on-going efforts against our narcotics crisis. This funding replaces the pass through Byrne-JAG grant funding the task forces previously received. Clallam County's OPNET task force was awarded \$150,000 for the period of 7/1/24 – 6/30/25, so the first half will be spent this year and the 2nd half incorporated into the 2025 budget. These funds will be used for on-going operating costs including support staff, office supplies, and training.

Budgetary impact: Added via budget supplemental for 2024 and included in 2025 budget

Recommended action: BOCC approval

County Official signature & print name: Elizabeth Waknitz _____

Name of Employee/Stakeholder attending meeting: Amy Bundy _____

Relevant Departments: Sheriff _____

Date submitted: 7/10/24

* 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)

11008-24-01



Interagency Agreement with

Clallam County Sheriff's Office

through

Multijurisdictional Task Forces

**Contract Number:
S25-34466-005**

For

Olympic Peninsula Narcotics Enforcement Team – Multijurisdictional investigation and prosecution of drug, gang, and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.

Dated: Monday, July 1, 2024

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Face Sheet

Contract Number: S25-34466-005

**Washington State Department of Commerce
Community Services Division
Community Safety Unit
Multijurisdictional Task Forces**

1. Contractor Clallam County Sheriff's Office 223 E 4th Street, Suite 12 Port Angeles, WA 98362		2. Contractor Doing Business As (as applicable)	
3. Contractor Representative Amy Bundy Agency Contact (360) 417-2300 Amy.bundy@clallamcountywa.gov		4. COMMERCE Representative Kaitlin Jones Program Manager (509) 638-6454 Kaitlin.jones@commerce.wa.gov 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525	
5. Contract Amount \$150,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2024	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001298	11. SWV # SWV0000200-05	12. UBI # 054-004-559	13. UEI # JV6JJNELRBS5
14. Contract Purpose Olympic Peninsula Narcotics Enforcement Team – Multijurisdictional investigation and prosecution of drug, gang, and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
FOR CONTRACTOR Mike French, Chair of the Board of Clallam County Commissioners Date  Approved as to Form		FOR COMMERCE Cindy Guertin-Anderson, Assistant Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT 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 Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$150,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$150,000, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S25-34466-005.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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 Contractor.

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Contract performed by subcontractors and the portion of Contract 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.

6. 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.

7. FRAUD AND OTHER LOSS REPORTING

Contractor 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.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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 – Reporting

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, 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. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

8. GOVERNING LAW AND VENUE

This Contract 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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE

Attachment A: Scope of Work

PURPOSE AND BACKGROUND:

The Washington State Department of Commerce, hereafter called "COMMERCE," is initiating this contract to support the work of the Olympic Peninsula Narcotics Enforcement Team. A primary focus of the Task Force is cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities. COMMERCE will provide funding and Peer Review of the Task Force; and the Contractor will provide support for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement.

The Contractor shall provide or perform the following:

- 1) Description of the Structure of and Participating Partners in Multi-Jurisdictional Task Force:
 - a) Identify members of the Regional Task Force, which must consist of the following:
 - i) Minimum of four (4) commissioned officers dedicated to the project (full time), or three (3) commissioned officers at a reduced funding level. In either case, one (1) of the commissioned officers shall be a full-time supervisor. Such officers shall work out of a common location.
 - ii) Support staff (minimum of half-time).
 - iii) Prosecutorial support of one (1) dedicated prosecutor/deputy prosecutor, or sufficient prosecutorial support such that no case submitted by the task force is rejected due to lack of staffing;
 - iv) Gang Liaison (may be another member of the local task force).
 - v) Analyst (Optional)
 - b) Discuss participating partners in the Task Force. The Task Force shall organize and govern participating partners as measured by:
 - i) Contribution of least one (1) dedicated law enforcement officer by a minimum of three (3) local law enforcement agencies in the service area, or two (2) local law enforcement agencies if funded at a reduced funding level.
 - (1) Local law enforcement agencies for this purpose includes city, county, and tribal agencies.
 - (2) Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, sufficient to support 90% of the full cost of a dedicated officer, may count as participation by local law enforcement agency for each officer so supported.
 - (3) The Washington State Patrol may substitute for one of the local law enforcement agencies in small and rural task forces.
- 2) Maintain a task force personnel roster that includes course completion certificates. This information may be requested by COMMERCE post award to ensure compliance or may be requested during the Peer Review.
- 3) Ensure each member of the Task Force completes the online task force training within 120 days of award acceptance. All future Task Force members are required to complete this training once during the life of this award or once every four years if multiple awards include this requirement. (See Center for Task Force Training Online Training Portal (centf.org)).
- 4) Ensure attendance at Commander's Conference (Semi-Annual) Training. Attendance by key personnel is mandatory unless waiver is granted by COMMERCE.
- 5) The Task Force will participate in an audit of its performance, at a minimum of once per biennium, and will participate in any follow-up of the Peer Review.

- 6) Ensure the Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions.

Attachment B: Budget

The Budget for the award period of July 1, 2024 through June 30, 2025 is \$150,000.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below:

Item	OFSVP-CSU Funding SFY25
PERSONNEL SERVICES	
Salaries (Full- & Part-Time)	\$ 71,626.00
Personnel Benefits	\$ 30,636.00
SUBTOTAL - PERSONNEL SERVICES	\$ 102,262.00
GOODS & SERVICES	
Office Supplies	\$ 3,000.00
Consultant and Subcontracted Services ⁴	\$ -
Operating Supplies ²	\$ -
Equipment ³	\$ 3,500.00
Consultant and Subcontracted services	\$ 10,113.00
Automobile Expense	\$ 11,500.00
Printing & Duplicating	\$ 100.00
SUBTOTAL - GOODS & SERVICES	\$ 28,213.00
Travel	\$ 9,500.00
Other/Misc. Expenses ⁵	\$ 10,025.00
Training	\$ -
TOTAL EXPENDITURES	\$ 150,000.00

³ Equipment - Itemize below:

Equipment repair services	\$500.00
small equipment purchases (radios/mics/cords)	\$3,000.00
	\$
	\$
Total	\$3,500.00

⁴ Consultant and Subcontracted Services
- Itemize below:

Professional services (GPS tracking, person searches, buy money)	\$10,113.00
	\$
	\$
Total	\$10,113.00

⁵Other Miscellaneous Expenses - Itemize
below:

cell phones	\$1,500.00
software subscription (Callyo)	\$4,000.00
seizure costs	\$2,500.00
registration	\$2,000.00
postage	\$25.00
Total	\$10,025.00

Attachment C: Reporting

Complete quarterly performance measures and deliverable reports for COMMERCE. Quarters referenced shall be state fiscal quarters, specifically Q1: July – September, Q2: October – December, Q3: January – March, and Q4: April – June. Reports are due on the 20th of the month following the quarter. Reports should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment. The intent of the reports are to provide data to (1) conduct evaluations and performance measurement that will address the effectiveness and efficiency of Task Force operations and (2) use the reported information to improve program planning and implementation. Reports due to COMMERCE will be submitted at:

<https://app.smartsheet.com/b/form/a1244aa0a3bc48f39329d07819a67c84>.

NOTE: All report information provided should pertain to task force activity and not the activity of the entire jurisdiction or law enforcement agency housing the task force.

Complete a final report for COMMERCE, which will be a compilation of all quarterly reports and will include a comparison across quarters and year-to-date, overall accomplishments, and lessons learned. The Task Force will provide a non-technical brief for a general audience that summarizes findings and policy implications that will be disseminated. This is due no later than July 20, 2025. Submit at:

<https://app.smartsheet.com/b/form/f85e9422b5dd451a84f71ddc34c5fdae>.

Reporting Elements:

Narratives:

- Major accomplishments during reporting period.
- Goals and objectives accomplished during the reporting period.
- Project activities that occurred during the reporting period.
- Problems/barriers encountered within the reporting period.
- Major activities planned for the next quarter.
- Task Force's mission through activities.

Review and Trainings:

- Date of peer review (Requirement 1 per biennium)
- Attendance/schedule of Commander's Conference Training

Investigations/Cases:

- Total number of new investigations/cases initiated during the quarter.
- Total number of Task Force cases active at the beginning of the quarter.
- Total number of cases remaining active at the end of the quarter.

Arrest activity resulting from task force operations:

- Number of adult and juvenile arrests resulting from task force activities
- Type of arrests
- Number of individuals arrested for one or more drug offenses
- Number of individuals arrested for one or more violent criminal offenses
- Number of individuals arrested for one or more firearm-related offenses
- Breakdown of arrests: individual demographics (age, race, gender)
- Total number of charges associated with arrests related to drug sales/manufacture; weapons; homicide; aggravated assault; and robbery.
- Number and percentage of arrests that were for multiple arrest cases (40% required)
- Drug and Property Seizures:

- Type, amount, and value of material (e.g., firearms, money, vehicles) seized and forfeited
- Type, amount, and value of drug/narcotics seized

Prosecution:

- Number of state or federal prosecutions for Task Force cases
- Number of Task Force cases with outcomes of "guilty", "pled", and/or "verdict"
- Number of sentence type for Task Force cases (e.g., fine, probation, jail, prison)

Death in Custody:

- Decedent's name, date of birth, gender, race, and ethnicity
- Date, time, location of death
- Law enforcement or correctional agency involved
- Manner of death
- Description of the circumstances leading to the death



5
11/15/2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 7/15/24

REGULAR AGENDA ☒ **Meeting Date:** 7/23/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-12 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This is an amendment adding additional funding to our original award, for a new total of \$629,565.21. This funding is in support of field response services matching those with mental health issues with appropriate treatment or service options, as well as follow up with those individuals to overcome treatment barriers and promote continued treatment plans. This early identification and intervention should prevent deterioration of condition into a crisis state requiring law enforcement action. Olympic Peninsula Community Clinic (OPCC) will work with the Sheriff's Office to provide these services.

Budgetary impact: Will be added via supplemental

Recommended action: BOCC approval

County Official signature & print name: Elizabeth Waknitz _____

Name of Employee/Stakeholder attending meeting: _Amy Bundy_____

Relevant Departments: _Sheriff_____

Date submitted: 7/10/24

* 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)

811-24-12

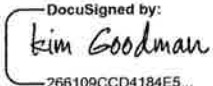
 Washington Association of SHERIFFS & POLICE CHIEFS	Grant Award Agreement for Mental Health Field Response AMENDMENT 01	WASPC Grant Award Number: MHFR-23-007-A01
---	--	---

This Grant Award Agreement is made by and between the Washington Association of Sheriffs and Police Chiefs (WASPC) and Clallam County Sheriff's Office (Grantee).

Grantee Name Clallam County Sheriff's Office		Grantee Doing Business as (DBA) N/A			
Grantee Address 223 E 4th St Ste 12		City Port Angeles	<table border="1"> <tr> <td>State WA</td> <td>ZIP Code 98362</td> </tr> </table>	State WA	ZIP Code 98362
State WA	ZIP Code 98362				
Grantee Primary Contact Amy Bundy Chief Criminal Deputy	Primary Contact Telephone (360) 460-4309	Primary Contact Email Address amy.bundy@clallamcountywa.gov			
Is the grantee a sub-recipient under this agreement? ☐ YES ☒ NO		Grantee Tax Identification Number 91-6001298			

WASPC Grant Program Mental Health Field Response	WASPC Division/Section Projects and Programs
WASPC Primary Contact Name and Title Steven Briggs Program Coordinator	WASPC Primary Contact Address 3060 Willamette Dr. NE, STE 200 Lacey, WA 98516
WASPC Contact Telephone (360) 486-2389	WASPC Contact Email Address sbriggs@waspc.org

Grant Start Date April 1, 2024	Grant End Date June 30, 2025	Authority for Award RCW 36.28A.440	Total Award Amount \$629,565.21
PURPOSE OF AWARD: To provide services to communities in Washington State as set forth in RCW 36.28A.440. It also acts to assign both funding and responsibilities of MHFR-23-005 to Clallam County.		FUNDING SOURCE(S): ☐ State Trueblood (Phase I and II) ☒ State (Non-Trueblood Phase I and II) ☒ HCA Trueblood Expansion Grant	
SERVICE AREA: Clallam County, to include Cities of: Port Angeles, Sequim, and Forks.			

GRANTEE SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Kim Goodman, Chief of Staff	6/20/2024

Burt Boughton
Approved as to Form

AMENDMENT TO AWARD AGREEMENT
MHFR-23-007
-now-
MHFR-23-007-A01

Except as amended herein, all terms, conditions and stipulations contained in the Grant Award Agreement "MHFR-23-007" (made "MHFR-23-007-A01" by this action), effective April 1, 2024, and its subsequent Amendments (the "Agreement"), remain in full force and effect.

WHEREAS, the parties desire to amend the Agreement, as set forth herein, and hereby reaffirm and ratify each of the terms and conditions in the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- **Facesheet:**
 - Add **"AMENDMENT 01"** to Award Agreement Title displayed on top center of facesheet,
 - Update WASPC Grant Award Number to **"MHFR-23-007-A01"**.
 - Update the grant start date from April 1, 2023 to April 1, 2024.
 - Increase Total Award Amount by \$471,440.22 to **\$629,565.21**.
 - Updated Purpose of Award to read: **"To provide services to communities in Washington State as set forth in RCW 36.28A.440. It also acts to assign both funding and responsibilities of MHFR-23-005 to Clallam County."**
 - Updated Funding Source(s) and added **"State (Non-Trueblood Phase I & II)"** as a source from which the funds are derived.
- **Schedules and Exhibits**
 - Updated list to include: **"Exhibit C: Port Angeles Police Department 2023-2025 Mental Health Field Response Application and Award (MHFR-23-005)"**
- **Definitions**
 - The definition of **"Data"** is updated to read: **"Data" means information produced, furnished, acquired, or used by Grantee or a WASPC approved lower-tier sub-grantee or contractor in meeting requirements under this Agreement."**
- **Special Terms and Conditions**
 - 3.2.1 is updated to read: **"The initial term of the Award shall be April 1, 2024 and continue through June 30, 2025, unless terminated sooner as provided herein."**
 - 3.3.1 is updated to read: **"The Grantee or a WASPC approved lower-tier sub-grantee or contractor shall utilize the data collection tool selected by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The Grantee or a WASPC approved lower-tier sub-grantee or contractor must provide sufficient resources to establish the administrative permissions necessary to support the implementation of the Data Collection Tool in a reasonable amount of time following the execution of the Award Agreement or any subsequent amendment. The Grantee or a WASPC approved lower-tier sub-grantee or contractor, if they have not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the Grantee or a WASPC approved lower-tier sub-grantee or contractor and JULOTA within 60 days of the execution of this Agreement.**

- 3.4 Compensation is updated to read: "
 - 3.4.1 The Maximum Compensation payable to Grantee is **\$629,565.21**.
As this is a multi-year award it is subject to the following restrictions:
 - 3.4.1.1 The maximum amount payable to the Grantee for services rendered in year one (April 1, 2024-June 30, 2024) is \$92,815.94. Funds that are not utilized from year one WILL NOT carry-over to year two and are no longer able to be claimed by the Grantee under any circumstances.
 - 3.4.1.2 The maximum amount payable to the Grantee for services rendered in year two (July 1, 2024-June 30, 2025) is **\$536,749.28**. Funds that are not utilized from year two WILL NOT carry-over to any other period and are no longer able to be claimed by the Grantee under any circumstances.
- 3.5.3.1 is updated to read: "WASPC Award number MHFR-23-007-A01;
- An insertion of a new document in the Incorporation of Documents and Order of Precedence after 3.8.8. The inserted text reads: **"3.8.10 Exhibit C: Port Angeles Police Department 2023-2025 Mental Health Field Response Application and Award (MHFR-23-005)"**
Please note that MHFR-23-005 is included as an exhibit to this document as well.
- Schedule A Statement of Work
 - Grantee Responsibilities is updated to read (in-part, where "quoted", with additions emphasized):
 - WASPC utilizes as the data collection tool as described elsewhere in the Agreement. All grantees are expected to implement this data collection tool within their own agency or through and by a WASPC approved lower-tier sub-grantee or contractor and enter information in an accurate and timely manner.
 - The following text is added to the end of the "Grantee Responsibilities" section: **"In addition to the duties outlined in this Award Agreement, the Clallam County Sheriff's Office accepts the assignment of the Port Angeles Police Department's responsibilities as outlined in the attached Exhibit C: Port Angeles Police Department 2023-2025 Mental Health Field Response Application and Award (MHFR-23-005) effective July 1, 2024 at 00:00 AM PST."**
- Schedule B Budget
 - In the list of definitions, "Julota" is updated to read: "Julota" for the purposes of "SCHEDULE B – BUDGET" represents the total dollar amount budgeted for the of the Julota data collection tool. This amount is not subject to indirect charges and as such, was not figured into the calculation of indirect for this Agreement.
 - The "2023-2024 Approved Budget (Year 1)" is updated as follows:
 - The **"2023-2024 APPROVED BUDGET NARRATIVE"** is edited to read as follows:
 - Funds allocated to the **Consultants/Contracts** line item are restricted to use for the following:
 - Procurement of a service provider to fulfill the duties outlined in the Agency's grant application.

- Grantee is required to follow their agency's own procurement process with regard to the posting, bidding, and award process for sub-awards or sub-contract opportunities.
 - Nothing here relieves the grantee of its duties or responsibilities to WASPC and the management and monitoring of the program's work in achieving any expected outcomes.
 - The Grantee is still required to adhere to all restrictions on sub-contract/granting that are outlined in this Award Agreement (including, but not limited to the section titled "SUBCONTRACTING").
- Funds allocated to the **Julota** line item are provided for the costs charged by TOUCHPHRASE DEVELOPMENT, LLC dba: JULOTA that are related to the implementation and maintenance of the Julota data collection tool for use by staff connected to the Mental Health Field Response program operated by the Grantee or a WASPC approved lower-tier sub-grantee or contractor.

Please note that the amount awarded for the Julota Data Collection and Case Management tool are not subject to indirect charges and therefore were not use in the calculation of indirect charges for this award.

- The "2024-2025 Approved Budget (Year 2)" is updated as follows:
 - Line F (Consultants/Contracts) is increased by \$432,000.00 to read: "\$478,000.00"
 - Line I (Julota) is increased by \$39,440.22 to read 58,749.28"
 - The "TOTAL 2024-2025 AWARD" line is increased by \$471,440.22 to read: "\$536,749.28"
 - The "2024-2025 APPROVED BUDGET NARRATIVE" is edited to read as follows:
 - Funds allocated to the **Consultants/Contracts** line item are restricted to use for the following:
 - Procurement of a service provider to fulfill the duties outlined in the Agency's grant application.
 - Grantee is required to follow their agency's own procurement process with regard to the posting, bidding, award process for sub-awards or sub-contract opportunities.
 - Nothing here relieves the grantee of it's duties or responsibilities to WASPC and the management and monitoring of the program's work in achieving any expected outcomes.
 - The Grantee is still required to adhere to all restrictions on sub-contract/granting that are outlined in this Award Agreement (including, but

not limited to the section titled
"SUBCONTRACTING").

- Funds allocated to the Julota line item are provided for the costs charged by TOUCHPHRASE DEVELOPMENT, LLC dba: JULOTA that are related to the implementation and maintenance of the Julota data collection tool for use by staff connected to the Mental Health Field Response program operated by the Grantee or a WASPC approved lower-tier sub-grantee or contractor.

Please note that the amount awarded for the Julota Data Collection and Case Management tool are not subject to indirect charges and therefore were not use in the calculation of indirect charges for this award.

This amendment, once fully executed, also acts to approve Clallam County's subcontract/sub-grant to Volunteers in Medicine of the Olympics, dba: Olympic Peninsula Community Clinic, dba: OPCC as the provider of direct services contemplated by this award.

THIS AMENDMENT TOGETHER WITH THE AGREEMENT AND ANY PRIOR AMENDMENTS (AND ANY ATTACHMENTS, ADDENDA, AND SUPPLEMENTS THERETO) SHALL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER OF THE AGREEMENT AND SHALL BE BINDING UPON EACH OF THE PARTIES HERETO, THEIR RESPECTIVE SUCCESSORS, AND TO THE EXTENT PERMITTED THEIR ASSIGNS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AMENDMENT AND THE TERMS AND CONDITIONS OF THE AGREEMENT OR ANY PRIOR AMENDMENT, THE SPECIFIC TERMS AND CONDITIONS SET FORTH IN THIS AMENDMENT SHALL GOVERN.

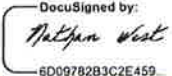
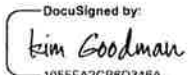
 Washington Association of SHERIFFS & POLICE CHIEFS	Grant Award Agreement for Mental Health Field Response	WASPC Grant Award Number: MHFR-23-005
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This Grant Award Agreement is made by and between the Washington Association of Sheriffs and Police Chiefs (WASPC) and Port Angeles Police Department (Grantee).

Grantee Name Port Angeles Police Department		Grantee Doing Business as (DBA) N/A	
Grantee Address 321 E 5th St		City Port Angeles	State WA
		ZIP Code 98362	
Grantee Primary Contact Jason Viada Deputy Chief	Primary Contact Telephone (360) 912-0106	Primary Contact Email Address jviada@cityofpa.us	
Is the grantee a sub-recipient under this agreement? ☐ YES ☒ NO		Grantee Tax Identification Number 91-6001266	

WASPC Grant Program Mental Health Field Response	WASPC Division/Section Projects and Programs
WASPC Primary Contact Name and Title Steven Briggs Program Coordinator	WASPC Primary Contact Address 3060 Willamette Dr. NE, STE 200 Lacey, WA 98516
WASPC Contact Telephone (360) 486-2389	WASPC Contact Email Address sbriggs@waspc.org

Grant Start Date July 1, 2023	Grant End Date June 30, 2025	Authority for Award RCW 36.28A.440	Total Award Amount \$938,243.16
PURPOSE OF AWARD: To provide services to communities in Washington State as set forth in RCW 36.28A.440 and the grantee's grant application.		FUNDING SOURCE(S): ☐ State Trueblood (Phase I and II) ☒ State (Non-Trueblood Phase I and II) ☒ HCA Trueblood Expansion Grant	
SERVICE AREA: Clallam County, Cities of: Port Angeles & Sequim, & Forks			

GRANTEE SIGNATURE  DocuSigned by: 6D09782B3C2E459	PRINTED NAME AND TITLE City Manager	DATE SIGNED 11/15/2023
WASPC SIGNATURE  DocuSigned by: 1055FA2CB80346A	PRINTED NAME AND TITLE Kim Goodman, Chief of Staff	DATE SIGNED 10/2/2023

Washington Association of
Sheriffs and Police Chiefs

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Mental Health Field Response

EXHIBIT C to:
MHFR-23-007-A01

"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

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Exhibit B: Project Budget

Washington Association of
Sheriffs and Police Chiefs

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Mental Health Field Response

EXHIBIT C to:
MHFR-23-007-A01

"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

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Grant Award Number MHFR-23-005

RECITALS

House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals. WASPC has determined that entering into a Agreement with Port Angeles Police Department will meet WASPC's needs.

NOW THEREFORE, WASPC awards to Port Angeles Police Department this Grant Award Agreement, the terms and conditions of which will govern Grantee's providing to WASPC the services and data from Grantee's Mental Health Field Response program.

IN CONSIDERATION of the mutual promises as set forth in this Grant Award Agreement, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Grantee will provide the services and staff as described in Schedule A: *Statement of Work*.

2. DEFINITIONS

"Agreement" or **"Award"** means the same as "Grant" or "Grant Agreement" or "Grant Award Agreement."

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Breach" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"CFR" means the Code of Federal Regulations. All references in this Agreement to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>.

"Community Agency" means an organization that works with and supports people working through behavioral health challenges but does not directly provide treatment. The organization can be a nonprofit or government/public agency as defined in the application

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other

state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, software source code or object code, or WASPC or State security information.

"Contract" where used, shall have the same meaning as "grant" "grant agreement" and "grant award agreement".

"Contractor" where used shall mean the same as "Grantee."

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Agreement.

"Effective Date" means the first date this Agreement is in full force and effect.

"Government/Public Agency" means an educational service district, school district, law enforcement agency, therapeutic court or probation office, public health district, a recognized American Indian organization, an Urban Indian Health Organization, or a Tribe.

"Grant" or "Grant Agreement" or "Grant Award Agreement" means this grant document and all schedules, exhibits, attachments, incorporated documents and amendments.

"Grantee" means Port Angeles Police Department, D/B/A: N/A, its employees, officers, and agents. Grantee includes any firm, provider, organization, individual or other entity performing services under this Grant Award Agreement. It also includes any Subgrantee retained by Grantee as permitted under the terms of this Agreement.

"WASPC Grant Manager" means the individual identified on the cover page of this Agreement who will provide oversight of the Grantee's activities conducted under this Agreement.

"Overpayment" means any payment or benefit to the Grantee in excess of that to which the Grantee is entitled by law, rule, or this Award, including amounts in dispute.

"Proprietary Information" means information owned by Grantee to which Grantee claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"Protected Health Information" or "PHI" means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR § 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information.

PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR § 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC § 1232g(a)(4)(b)(iv).

"RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

"Statement of Work" or "SOW" means a detailed description of the work activities the Grantee is required to perform under the terms and conditions of this Agreement, including the deliverables and timeline, and is Schedule A hereto.

"Subgrantee" means a person or entity that is not in the employment of the Grantee, who is performing all or part of the business activities under this Agreement under a separate Agreement with Grantee. The term "Subgrantee" means Subgrantee(s) of any tier.

"Subrecipient" shall have the meaning given in 45 CFR § 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 CFR § 200.93, or any successor or replacement to such definition, for any other federal award.

"USC" means the United States Code. All references in this Agreement to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

"WAC" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Agreement includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of the Agreement;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with WASPC staff in Grantee's conduct of the services;
- 3.1.4 Conformance with WASPC directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

- 3.1.7 Regular, punctual attendance at all meetings;
- 3.1.8 Provision of high-quality services, and
- 3.1.9 Prior to payment of invoices, WASPC will review and evaluate the performance of Grantee in accordance with Agreement and these performance expectations and may withhold payment if expectations are not met or Grantee's performance is unsatisfactory as defined and evaluated by WASPC.

3.2 TERM

- 3.2.1 The initial term of the Award shall be July 1, 2023 and continue through June 30, 2025, unless terminated sooner as provided herein.
- 3.2.2 Work performed without an award or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Grantee. WASPC will not pay any costs incurred before the effective date listed on the face sheet attached to this agreement.
- 3.2.3 A completed Agreement is expected within 30 days following the letter of intent to award. In the event an Agreement is not signed (through no fault of WASPC) by the Grantee within 30 days, WASPC may elect to cease negotiations, and withdraw the award

3.3 DATA COLLECTION

- 3.3.1 The Grantee shall utilize the data collection tool selected by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The Grantee must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency(ies). The Grantee, if they have not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the Grantee and JULOTA within 30 days of the execution of this Agreement.

3.4 COMPENSATION

- 3.4.1 The Maximum Compensation payable to Grantee is \$938,243.16. As this is a multi-year award it is subject to the following restrictions:
 - 3.4.1.1 The maximum amount payable to the Grantee for services rendered in year one (July 1, 2023-June 30, 2024) is \$466,802.94. Funds that are not utilized from year one WILL NOT carry-over to year two and are no longer able to be claimed by the Grantee under any circumstances.
 - 3.4.1.2 The maximum amount payable to the Grantee for services rendered in year one (July 1, 2024-June 30, 2025) is \$471,440.22. Funds that are not

utilized from year two WILL NOT carry-over to any other period and are no longer able to be claimed by the Grantee under any circumstances.

- 3.4.2 Grantee's compensation for services rendered will be based in accordance with Schedule B: *Approved Budget*.
- 3.4.3 The Grantee shall submit to WASPC a written request to effect any change(s) in the project budget. Changes which reflect a cumulative transfer of greater than ten percent (10%) in aggregate among budget line items as indicated in Schedule B: *Approved Budget* will require an amendment to this Agreement. WASPC may approve or deny the request in its sole discretion.
- 3.4.4 Allowable costs shall include costs incurred by the Grantee from the first date of the Award period, until the Agreement is terminated or expires as provided herein as evidenced by the Grantee submitting a proper reimbursement request, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the maximum amount of authorized funding as provided on the face sheet of this Agreement. Costs allowable under this agreement are based on the budget approved by WASPC and documented in Schedule B.

3.5 INVOICE AND PAYMENT

- 3.5.1 Grantee must submit accurate invoices to WASPC utilizing the online billing tool made available to Grantee by WASPC. Invoices are due monthly and should be submitted no later than Thirty (30) calendar days following the period for which services are billed. WASPC reserves the right to deny payment for invoices that are submitted Forty-Five (45) calendar days beyond the period for which services were provided. An exception to this requirement may be found in 3.5.5.
- 3.5.2 Invoices must describe and document to WASPC's satisfaction a description of the work performed, the progress of the project, fees, and a statement that includes the following language: "*We certify pursuant to 2 CFR § 200.201(1)(iii)(3) that the activities described in this invoice and associated report(s) have been completed,*". If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by WASPC prior to payment.
- 3.5.3 Grantee must submit properly itemized invoices to include the following information, as applicable:

- 3.5.3.1 WASPC Award number MHFR-23-005;
- 3.5.3.2 Grantee name, address, phone number;
- 3.5.3.3 Description of Services;
- 3.5.3.4 Date(s) of delivery;
- 3.5.3.5 Net invoice price for each item;
- 3.5.3.6 Applicable taxes;
- 3.5.3.7 Total invoice cost
- 3.5.4 WASPC will return incorrect or incomplete invoices to the Grantee for correction and reissue. The Award Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 3.5.5 Invoices for services rendered under this Agreement from July 1, 2023 to June 30, 2024 MUST be submitted by the Grantee to WASPC by July 14, 2024. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2024 ("Belated Claims"). Invoices for services rendered under this Agreement from July 1, 2024 to June 30, 2025 MUST be submitted by the Grantee to WASPC by July 14, 2025. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2025 ("Belated Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 GRANTEE AND WASPC GRANT MANAGERS

- 3.6.1 Grantee's Grant Manager will have prime responsibility and final authority for the services provided under this Agreement and be the principal point of contact for the WASPC Grant Manager for all business matters, performance matters, and administrative activities.
- 3.6.2 WASPC's Grant Manager is responsible for monitoring the Grantee's performance and will be the contact person for all communications regarding Agreement performance and deliverables. The WASPC Grant Manager has the authority to accept or reject the services provided and must approve Grantee's invoices prior to payment.

- 3.6.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

GRANTEE Grant Manager Information		WASPC Grant Manager Information	
Name:	Jason Viada Deputy Chief	Name:	Steven Briggs
Address:	321 E 5th St Port Angeles, WA 98362	Address:	3060 Willamette Dr NE STE 200 Lacey, WA 98516
Phone:	(360) 912-0106	Phone:	(360) 486-2389
Email:	jviada@cityofpa.us	Email:	sbriggs@waspc.org

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 3.7.1 In the case of notice to the Grantee:

Jason Viada
Deputy Chief
Port Angeles Police Department
321 E 5th St
Port Angeles, WA 98362

- 3.7.2 In the case of notice to WASPC:

Attention: Chief of Staff
Washington Association of Sheriffs and Police Chiefs
3060 Willamette Drive NE, STE 200
Lacey, WA 98516

- 3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

- 3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Agreement. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Recitals
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Schedule A: Statement of Work;
- 3.8.6 Schedule B: Approved Budget
- 3.8.7 Exhibit A: Project Narrative and Timeline
- 3.8.8 Exhibit B: Project Budget
- 3.8.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

The Grantee must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the WASPC should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Grantee or Sub-grantee, Subgrantee, or agents of either, while performing under the terms of this Agreement. The Grantee must provide insurance coverage that is maintained in full force and effect during the term of this Award, as follows:

- 3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, the Grantee is responsible for ensuring that any Sub-grantees and Subgrantees provide adequate insurance coverage for the activities arising out of subgrants and subcontracts.
- 3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned, hired, or non-owned by the Grantee, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- 3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name WASPC, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, the Grantee must provide written notice of such to WASPC within one (1) Business Day of Grantee's receipt of such notice. Failure to buy and maintain the required insurance may, at WASPC's sole option, result in this Agreement's termination.
- 3.9.5 The Grantee shall submit to WASPC a certificate of insurance that outlines the coverage and limits defined in the Insurance section before any work is performed and will not receive any payment or reimbursement until such certificate of insurance is provided to WASPC. Grantee must submit renewal certificates as appropriate during the term of the Award Agreement.
- 3.9.6 The Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to WASPC upon request.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2), RCW 36.28A.440 and federal rules, the Grantee must provide access to any data generated under this Agreement to WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement 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 methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Grantee pursuant to this Agreement.

4.3 AMENDMENTS

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

4.4 ASSIGNMENT

- 4.4.1 The Grantee may not assign or transfer all or any portion of this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.39, *Subcontracting/Subgranting*, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. Any permitted assignment will not operate to relieve the Grantee of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to WASPC that may arise from any breach of the provisions of this Agreement or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Agreement will be null and void.
- 4.4.2 WASPC may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to the Grantee.
- 4.4.3 This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assignees.

4.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

4.6 AUDIT

If Contractor is required by OMB Super Circular 2 CFR § 200.501 and 45 CFR § 75.501 to have an audit of their financial statements, the Contractor must submit the results of that audit to WASPC no later than 90 (ninety) calendar days after those results are delivered to the Grantee by their auditor.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, the Grantee will notify WASPC of the change. The Grantee must provide notice as soon as practicable, but no later than Thirty (30) calendar days after such a change takes effect.

4.8 CONFIDENTIAL INFORMATION PROTECTION

- 4.8.1 The Grantee acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. The Grantee agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to

release it only to authorized employees or Subgrantees or Subgrantees requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WASPC's express written consent or as provided by law. The Grantee agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

- 4.8.2 The GRANTEE agrees to comply with all confidentiality requirements of 42 USC section 37899 and 20 CFR § 22 that are applicable to collection, use and revelation of data or information. The Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR § 22 and, in particular, section 22.23.
- 4.8.3 WASPC reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Grantee through this Agreement. Violation of this section by the Grantee or its Subgrantees or Subgrantees may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.8.4 The obligations set forth in this section will survive completion, cancellation, expiration, suspension, or termination of this Agreement.

4.9 GRANTEE'S PROPRIETARY INFORMATION

Grantee acknowledges that WASPC complies with chapter 42.56 RCW, the Public Records Act relating to public projects, and that this Agreement may be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Grantee to be Proprietary Information must be clearly identified as such by Grantee. To the extent consistent with chapter 42.56 RCW, WASPC will maintain the confidentiality of the Grantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Grantee's Proprietary Information, WASPC will notify the Grantee of the request and of the date that such records will be released to the requester unless the Grantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, WASPC will release the requested information on the date specified.

4.10 CONFORMANCE WITH 2 CFR § 200 AND RELEVANT STATE AND LOCAL LAWS

Grantees are required to maintain compliance with 2 CFR § 200, its appendices, subparts, and state and local law.

4.11 COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide

established agents maintained by the Grantee for the purpose of securing business. WASPC will have the right, in the event of breach of this clause by the Grantee, to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

By signing this Agreement, the Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Grantee agrees to include the above requirement in any and all subgrants and subcontracts into which it enters, and also agrees that it will not employ debarred individuals. The Grantee must immediately notify WASPC if, during the term of this Agreement, The Grantee becomes debarred. WASPC may immediately terminate this Agreement by providing the Grantee written notice, if the Grantee becomes debarred during the term hereof.

4.13 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any dispute. When a genuine dispute arises between WASPC and the Grantee regarding the terms of this Agreement or the responsibilities imposed herein and it cannot be resolved between the parties' Grant Managers, either party may initiate the following dispute resolution process.

- 4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the WASPC Director review the dispute. Any such request from the initiating party must be submitted in writing to the WASPC Director within five (5) Business Days after receiving the response of the responding party. The WASPC Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The WASPC Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

- 4.13.2 A party's request for a dispute resolution must:

- 4.13.2.1 Be in writing;
 - 4.13.2.2 Include a written description of the dispute;
 - 4.13.2.3 State the relative positions of the parties and the remedy sought; and
 - 4.13.2.4 State the Agreement number and the names and contact information for the parties.
- 4.13.3 This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.14 ENTIRE AGREEMENT

WASPC and the Grantee agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement, except as provided in the section titled "*Warranties*".

4.15 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.16 FUNDING WITHDRAWN, REDUCED OR LIMITED

If WASPC determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then WASPC, at its sole discretion, may:

- 4.16.1 Terminate this Agreement pursuant to the section titled: *Termination for Non-Allocation of Funds*;
- 4.16.2 Renegotiate the Agreement under the revised funding conditions; or
- 4.16.3 Suspend Grantee's performance under the Agreement upon five (5) Business Days' advance written notice to the Grantee. WASPC will use this option only when WASPC determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed prior to the normal completion date of this Agreement.

- 4.16.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- 4.16.3.2 When WASPC determines in its sole discretion that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance. Upon the receipt of this notice, the Grantee will provide written notice to WASPC informing WASPC whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
- 4.16.3.3 If the Grantee's proposed resumption date is not acceptable to WASPC and an acceptable date cannot be negotiated, WASPC may terminate this Agreement by giving written notice to the Grantee. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

4.17 GOVERNING LAW

This Agreement is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Pierce County, Washington.

4.18 HUMAN SUBJECTS PROTECTION

The Grantee agrees to comply with the requirements of 28 CFR § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.

4.19 WASPC NETWORK SECURITY

The Grantee agrees not to attach any Grantee-supplied computers, peripherals or software to the WASPC Network without prior written authorization from WASPC's Chief Information Officer. Unauthorized access to WASPC networks and systems is a violation of WASPC Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the Agreement and other penalties.

The Grantee will have access to the WASPC visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

The Grantee shall defend, indemnify, and save WASPC harmless from and against all claims, including reasonable attorneys' fees resulting from such claims arising from

intentional or negligent acts or omissions of the Grantee, its officers, employees, or agents, subgrantees, or Subgrantees, their officers, employees, or agents, in the performance of this Agreement. This indemnification shall include, but not be limited to, any or all injuries to persons or damage to property, or breach of confidentiality and notification obligations under the section titled "*Confidential Information Protection*" and the section titled "*Confidentiality Breach-Required Notification*."

For purposes of the indemnification provisions above, and limited to this section only, the Grantee waives its protections under RCW Title 51 for employee claims. This limited waiver was specifically negotiated and bargained for.

4.21 INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that a Grantor to Grantee relationship will be created by this Agreement with WASPC being the Grantor. The Grantee and its employees or agents performing under this Agreement are not employees, officers, or agents of WASPC. The Grantee will not hold itself out as or claim to be an officer or employee of WASPC by reason hereof, nor will Grantee make any claim of right, privilege or benefit that would accrue to such employee, officer, or agent under law. Conduct and control of the work will be solely with Grantee.

4.22 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Agreement, the Grantee must provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Agreement.

4.23 LEGAL AND REGULATORY COMPLIANCE

- 4.23.1 During the term of this Agreement, the Grantee must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement and all other applicable federal, state and local laws, rules, and regulations.
- 4.23.2 While on WASPC's premises, the Grantee must comply with WASPC operations and process standards and policies (e.g., ethics, Internet/email usage, data, network and building security, harassment, as applicable).
- 4.23.3 Failure to comply with any provisions of this section may result in the termination of this Agreement.

4.24 LIMITATION OF AUTHORITY

Only the WASPC Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the WASPC Authorized Representative.

4.25 NO THIRD-PARTY BENEFICIARIES

WASPC and the Grantee are the only parties to this Agreement. Nothing in this Agreement gives or is intended to give any benefit of this Agreement to any third parties.

4.26 NONDISCRIMINATION

During the performance of this Agreement, the Grantee must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Grantee may be declared ineligible for further contracts with WASPC.

4.27 NON-SUPPLANTING CERTIFICATION

No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. 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.

4.28 OVERPAYMENTS TO GRANTEE

In the event that Overpayments or erroneous payments have been made to the Grantee under this Agreement, WASPC will provide written notice to the Grantee and the Grantee will refund the full amount to WASPC within thirty (30) calendar days of the notice. If Grantee fails to make timely refund, WASPC may charge Grantee one percent (1%) per month on the amount due, until paid in full. If the Grantee disagrees with WASPC's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

4.29 PAY EQUITY

- 4.29.1 Grantee represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this agreement, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Grantee, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed

under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.29.2 Grantee may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.29.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.29.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.29.5 Notwithstanding any provision to the contrary, upon breach of warranty and Grantee's failure to provide satisfactory evidence of compliance within thirty (30) Days of WASPC's request for such evidence, WASPC may suspend or terminate this Agreement.

4.30 PUBLICITY

4.30.1 The award of this Grant to Grantee is not in any way an endorsement of Grantee or Grantee's Services by WASPC and must not be so construed by Grantee in any advertising or other publicity materials.

4.30.2 Grantee agrees to submit to WASPC, all advertising, sales promotion, and other publicity materials relating to this Agreement or any Service furnished by Grantee in which WASPC's name is mentioned, language is used, or Internet links are provided from which the connection of WASPC's name with Grantee's Services may, in WASPC's judgment, be inferred or implied. Grantee further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of WASPC prior to such use.

4.31 RECORDS AND DOCUMENTS REVIEW

4.31.1 The Grantee must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to

inspection, review, or audit by WASPC, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR § 447.202].

4.31.2 The Grantee must retain such records for a period of six (6) years after the date of final payment under this Agreement.

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

4.32 REMEDIES NON-EXCLUSIVE

The remedies provided in this Agreement are not exclusive, but are in addition to all other remedies available under law.

4.33 RIGHT OF INSPECTION

The Grantee must provide right of access to its facilities to WASPC, 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 Agreement.

4.34 RIGHTS IN DATA/OWNERSHIP

4.34.1 WASPC and Grantee agree that all data and work products (collectively "Work Product") produced pursuant to this Agreement and received by WASPC will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, and will be owned by WASPC. Grantee is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.34.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Grantee assigns and transfers to WASPC, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.34.3 Grantee will execute all documents and perform such other proper acts as WASPC may deem necessary to secure for WASPC the rights pursuant to this section.

- 4.34.4 Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of WASPC. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subgranteegrantees will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.34.5 Material that is delivered under this Agreement, but that does not originate therefrom ("Preexisting Material"), must be transferred to WASPC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. WASPC will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.
- 4.34.6 Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise WASPC of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide WASPC with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

4.35 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Grantee purchases ownership under this Agreement.

4.36 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY

- 4.36.1 The GRANTEE must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, the GRANTEE is 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 oral and written translation when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be access on the internet at www.lep.gov.

4.37 SEVERABILITY

If any provision of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Agreement that can be given effect without the invalid provision, and to this end the provisions or application of this Agreement are declared severable.

4.38 SITE SECURITY

While on WASPC premises, Grantee, its agents, employees, or Subgrantees must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. WASPC reserves the right and authority to immediately revoke security access to Grantee staff for any real or threatened breach of this provision. Upon reassignment or termination of any Grantee staff, Grantee agrees to promptly notify WASPC.

4.39 SUBCONTRACTING

- 4.39.1 Neither Grantee, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Grantee to WASPC for any breach in the performance of Grantee's duties.
- 4.39.2 Grantee agrees that any proposed subcontracts must be provided to WASPC for review no later than 10 (ten) business days before such a subcontract's effective date.
- 4.39.3 Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.
- 4.39.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subgrantee is incompetent or undesirable, WASPC will notify Grantee, and Grantee must take immediate steps to terminate the Subgrantee's involvement in the work.
- 4.39.5 The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve Grantee of any of its responsibilities under the Agreement, nor be the basis for additional charges to WASPC.

4.39.6 WASPC has no contractual obligations to any Subgrantee or vendor under Agreement to the Grantee. The Grantee is fully responsible for all obligations, financial or otherwise, to its Subgrantees.

4.40 SURVIVAL

The terms and conditions contained in this Agreement that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement will survive. The right of WASPC to recover any Overpayments will also survive the termination of this Agreement.

4.42 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION

4.42.1 CORRECTIVE ACTION PLAN

In the event that WASPC determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (to include any and all attachments, references, appendices, or other documents included or referenced herein), then WASPC will immediately take steps to mitigate any harmful effects of such failure(s), and promptly prepare a Corrective Action Plan (CAP) with respect to such failure(s) and outline the steps WASPC believes to be necessary to remedy such failure(s). In the event that the Grantee is unable to complete the CAP, WASPC reserves its right to proceed with Termination or Suspension as outlined the General Terms of this Agreement.

4.42.2 SUSPENSION

If WASPC reasonably determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (to include any and all attachments, references, appendices, or other documents included or referenced herein), WASPC reserves the right to issue a Notice of Suspension to the Grantee. A Notice of Suspension acts to suspend this Agreement in its entirety, including suspending payment for future services provided by Grantee.

- In the event a notice of suspension is issued, WASPC agrees to pay Grantee for all services provided under this Agreement prior to the issuance of the Notice of Suspension.

WASPC reserves the right to reinstate a Agreement at its discretion by issuing a Notice of Reinstatement, or to move forward with Termination as outlined in Section 4.40 of the General Terms of this agreement.

4.42.3 TERMINATION FOR DEFAULT

In the event WASPC determines that Grantee has failed to comply with the terms and conditions of a corrective action plan or the terms of this Agreement, WASPC

has the right to suspend or terminate this Agreement. WASPC will notify Grantee in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Agreement may be terminated. WASPC reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Grantee or a decision by WASPC to terminate the Agreement.

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

If it is determined that Grantee: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.42.4 TERMINATION FOR CONVENIENCE

When, at the reasonable discretion of either WASPC or Grantee, it is in either party's best interest, both WASPC and Grantee may terminate this Agreement in whole or in part by providing ten (10) calendar days' written notice to the other party. If this Agreement is so terminated, each party will be liable only for payment in accordance with the terms of this Agreement for service rendered prior to the effective date of termination. No penalty shall accrue to either WASPC or Grantee in the event the termination option in this section is exercised.

4.42.5 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Agreement in any future period, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such nonallocation at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

4.42.6 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of WASPC to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, WASPC may immediately terminate this Agreement by

providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such withdrawal of authority at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

4.42.7 TERMINATION FOR CONFLICT OF INTEREST

Both WASPC and Grantee may terminate this Agreement by written notice to the other party if either WASPC or Grantee determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts, or Grantee's internal policy. In the event this Agreement is so terminated, WASPC will be entitled to pursue the same remedies against the Grantee as it could pursue in the event Grantee breaches the Agreement.

4.43 TERMINATION PROCEDURES

- 4.43.1 Upon termination of this Agreement, WASPC, in addition to any other rights provided in this Agreement, may require Grantee to deliver to WASPC any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.
- 4.43.2 WASPC will pay Grantee the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Grantee and WASPC 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 WASPC; and (iv) the protection and preservation of property, unless the termination is for default, in which case WASPC will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 *Disputes*. WASPC may withhold from any amounts due the Grantee such sum as WASPC determines to be necessary to protect WASPC against potential loss or liability.
- 4.43.3 After receipt of notice of termination, and except as otherwise directed by WASPC, Grantee must:

- 4.43.3.1 Stop work under the Agreement on the date of, and to the extent specified in, the notice;
- 4.43.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- 4.43.3.3 Assign to WASPC, in the manner, at the times, and to the extent directed by WASPC, all the rights, title, and interest of the Grantee under the orders and subcontracts so terminated; in which case WASPC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 4.43.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WASPC to the extent WASPC may require, which approval or ratification will be final for all the purposes of this clause;
- 4.43.3.5 Transfer title to and deliver as directed by WASPC any property required to be furnished to WASPC;
- 4.43.3.6 Complete performance of any part of the work that was not terminated by WASPC; and
- 4.43.3.7 Take such action as may be necessary, or as WASPC may direct, for the protection and preservation of the records related to this Agreement that are in the possession of the Grantee and in which WASPC has or may acquire an interest.

4.44 WAIVER

Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Agreement will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the WASPC Authorized Representative has the authority to waive any term or condition of this Agreement on behalf of WASPC.

4.45 WARRANTIES

- 4.45.1 Grantee represents and warrants that it will perform all services pursuant to this Agreement in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to WASPC.
- 4.45.2 Grantee represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.45.3 Any written commitment by Grantee within the scope of this Agreement will be binding upon Grantee. Failure of Grantee to fulfill such a commitment may constitute breach and will render Grantee liable for damages under the terms of this Agreement. For purposes of this section, a commitment by Grantee includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Grantee to WASPC or contained in any Grantee publications, or descriptions of services in written or other communication medium, used to influence WASPC to enter into this Agreement.

SCHEDULE A

Statement of Work

PURPOSE

House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

GRANTEE RESPONSIBILITIES

Port Angeles Police Department is required to implement the Mental Health Field Response Program as described in their Project Narrative and Project Timeline (as attached in "Exhibit A"), with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's Project Narrative and Project Timeline can be made to Steven Briggs, Program Coordinator at sbriggs@waspc.org. WASPC is under no obligation to grant such a request.

This program shall include the following elements as central features of their program:

- Grantee must include at least one mental health professional, as defined in RCW 71.05.020(39), who will perform field response professional services under the plan. A mental health professional may assist patrolling law enforcement officers either in the field or in an on-call capacity.
- The mental health professional may also provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency. Nothing limits the mental health professional's participation to field patrol.

WASPC utilizes as the data collection tool as described elsewhere in the Agreement. All sites are expected to implement this data collection tool and enter information in an accurate and timely manner.

In the event that there is a change in the Agreement or program management staff paid for by this grant, it is expected that Grantee will notify WASPC of the change to include the name and contact information for the new staff member.

Grantee is required to develop and submit to WASPC a "Sustainability Plan" by January 31, 2025. This plan shall consist of the following elements:

- Description of and dollar amounts of current funding for the Field Response program, to include WASPC funds and funds from other sources that support the same program,
- Description and dollar amounts of current local matching funds,

- A narrative that describes any efforts made to secure additional funding for the program from sources other than WASPC,
- A narrative that describes the impact a potential loss of WASPC funds in the following fiscal years.
- A narrative that describes what steps will be taken to secure additional funding, other than WASPC funding, to support the Field Response program.

To allow agencies to provide the best and most comprehensive services possible, WASPC is allowing funding to be utilized for staffing of programs by properly credentialed and trained staff, at the following levels, under the stated conditions:

1. Mental Health Professional (MHP) as defined by RCW 71.05.020(39):

- Programs must utilize an MHP as defined in RCW 71.05.020(39) to perform duties established in 36.28A.440(3): "...assist patrolling officers in the field or in an on-call capacity, provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency."
- MHPs should prioritize grant funded hours to providing services to individuals in crisis.
- MHPs must provide a minimum of 1 hour per week of direct one-on-one supervision to Non-MHPs as required if the program utilizes non-MHPs.

2. Non-MHPs

- Unless licensed to do so, the non-MHP does not provide support or services that would require a license or certification of any kind from the Washington State Department of Health, the Washington State Healthcare Authority, or any other governing body with regulatory authority in Washington State.
- Individuals not meeting the definition of MHP as defined by RCW 71.05.020(39) may provide services under the following circumstances:
 1. The non-MHP must receive a minimum of 1 hour per week of direct one-on-one supervision by a licensed MHP,
 2. The non-MHP must immediately disengage with an individual that appears to be escalating to a state of acute crisis or agitation that may present a threat to their physical safety and follow any steps identified by agency policy.
 3. Prior to providing services and no less than yearly, the non-MHP must participate in training relevant to all of the following topics:
 - Interacting with and providing social services to individuals with mental health conditions, to include Substance Use Disorder,
 - Program policies and standard operating procedures,

- Necessary and practical physical safety precautions that must be taken when interacting with community members served by the program,
- Necessary and practical techniques to avoid work related vicarious trauma and burn-out,
- *Please note that the training listed above is meant to represent a bare minimum standard to which all non-MHPs paid for using funds under this Agreement must adhere. WASPC expects that agencies will ensure that all of these requirements are met.*

3. Law Enforcement

- WASPC places no conditions or limitations on the program's use of sworn law enforcement staff that are included in "SCHEDULE B - Approved Budget"

The Grantee is responsible for actively participating in any monitoring activities deemed necessary by WASPC. The Grantee must also comply with any recommendations that arise from those activities.

If Grantee fails to perform to the standards set forth in this agreement, WASPC remains able to remedy noncompliance as outlined elsewhere in this Agreement including but not limited to provisions for corrective action, suspension, termination and/or recapture of funds already paid to the Grantee.

WASPC RESPONSIBILITIES

- Provide a Grant Manager to monitor all progress and activities under the program. To accomplish this monitoring function, WASPC staff may access de-identified data related to program services.
- Provide timely responses to all inquiries from the Grantee.

SCHEDULE B

DEFINITIONS

"Personnel" represents the base salary and wages to individuals employed by the grantee that directly support the program. This does not include any benefits expenses paid by the grantee. Personnel expenses must be substantiated with time and effort reporting (timesheets). (2 CFR § 200.430(i))

"Fringe Benefits" represents allowances and services provided by the grantee to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. (2 CFR § 200.431(a))

"Travel" represents transportation, lodging, subsistence, and related expenses incurred by employees who are in travel status on program related business. All expenses charged to this category must be applied and allocated consistently throughout the term of the award. (2 CFR § 200.475)

"Equipment" represents property with an acquisition cost of \$5,000 or more, and a useful life of one or more years. (2 CFR § 200.1)

"Supplies" represents tangible property other than those described in the definition of equipment. (2 CFR § 200.1)

"Consultants/Contracts" represents the total dollar amount budgeted for the execution of contracts and agreements with parties not employed by the grantee. Professional and consultant services are rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the grantee. These costs must be reasonable in relation to the services provided. (2 CFR § 200.459)

"Other" represents costs not described in or allocated to another category.

"Indirect" represents those expenses that are related to the conduct of program activities, but that can not be directly attributable to any particular project. Indirect costs for this award are capped and are not to exceed 10% of actual eligible expenses. (2 CFR § 200.414)

"Julota" for the purposes of "SCHEDULE B – BUDGET" represents the total dollar amount budgeted for the of the Julota data collection tool. This amount is not subject to indirect charges and as such, was not figured into the calculation of indirect for this Agreement.

**2023-2024 Approved Budget (Year 1)
July 1, 2023 to June 30, 2024**

Budget Category	Amount Awarded
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Consultants/Contracts	\$432,000.00
G. Other	\$0.00
H. Indirect	\$0.00
I. Julota	\$34,802.94
TOTAL 2023-2024 AWARD	\$466,802.94

Please note that the "Approved Budget 2023-2024" is the final approved budget for your program during that state fiscal year. **Unspent amounts from the 2023-2024 fiscal year will be forfeited by the grantee and will not be added to the following fiscal year's budget amounts.**

Funds awarded under this Agreement must be expended as outlined in "EXHIBIT B Budget (As Attached)" unless otherwise noted in the "2023-2024 APPROVED BUDGET NARRATIVE".

2023-2024 APPROVED BUDGET NARRATIVE:

- **Personnel and Fringe Benefits for 4.6 program staff (case management and medical).**
- **Up to \$15,000.00 allocated to client direct support.**
- **Up to \$10,000.00 allocated to program related travel and training.**

**2024-2025 Approved Budget (Year 2)
July 1, 2024 to June 30, 2025**

Budget Category	Amount Awarded
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Consultants/Contracts	\$432,000.00
G. Other	\$0.00
H. Indirect	\$0.00
I. Julota	\$39,440.22
TOTAL 2024-2025 AWARD	\$471,440.22

Please note that the "Approved Budget 2024-2025" is the final approved budget for your program during that state fiscal year.

Funds awarded under this Agreement must be expended as outlined in "EXHIBIT B Budget (As Attached)" unless otherwise noted in the "2024-2025 APPROVED BUDGET NARRATIVE".

2024-2025 APPROVED BUDGET NARRATIVE:

- **Personnel and Fringe Benefits for 4.6 program staff (case management and medical).**
- **Up to \$15,000.00 allocated to client direct support.**
- **Up to \$10,000.00 allocated to program related travel and training.**

EXHIBIT A

Grant Application Narrative and Timeline (As Attached)

EXHIBIT C to:
MHFR-23-007-A01

Washington Association of
Sheriffs and Police Chiefs

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Mental Health Field Response

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"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

EXHIBIT B

Grant Application Budget (As Attached)

EXHIBIT C to:
MHFR-23-007-A01

Washington Association of
Sheriffs and Police Chiefs

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Mental Health Field Response

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"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

MHFR Applications: Port Angeles Police Department

Admin Only Fields

Linked Profile

Port Angeles Police Department

Agency Name

Port Angeles Police Department

Changes Requested

Mental Health Field Response

Mental Health Field Response Grant Program 23-25 Application

APPLICANT AGENCY INFORMATION

DEMONSTRATED EXPERIENCE AND CAPABILITIES

Each application must address and provide each of the following:

Organizational Overview and Personnel

Include the full name and address of the organization(s) and, if applicable, the subordinate units of the organization(s) that will perform or assist in performing the work. If a joint proposal, please outline which organization is the legal entity with ultimate responsibility for the program.

All applications will be reviewed based on requirements included in this section. Applications that do not comply with mandatory requirements may be disqualified. Requirements that contain "must" or "shall" are deemed to be mandatory. Requirements that contain "may" or "should" are considered to be desirable.

Please respond to the items below in the same sequence as outlined in each section. Applications should not simply repeat what is written in each section, but rather evidence the Applicant's understanding of WASPC's requirements and its ability to provide the services needed and effectively meet the requirements. Please define all acronyms, if used. Applications that do not complete each section of this GRANT APPLICATION may be deemed non-responsive and may be disqualified from further consideration.

Type of Request - Program Type

Continue an Existing Program

Is your agency partnering with any other agencies for this application?

Yes

Please list any agencies that are partnering for this application

Olympic Peninsula Community Clinic

Clallam County Sheriff's Office

Port Angeles Fire Department

Joint Agency Contact Information

Mental Health Field Response Joint Agency Contact Information.pdf

Lead Agency/Fiscal Agent Address Line 1

321 East Fifth Street

Lead Agency/Fiscal Agent Address Line 2

Lead Agency/Fiscal Agent Address City

Port Angeles

MHFR-23-005
EXHIBIT A (GRANT APPLICATION NARRATIVE & TIMELINE)

EXHIBIT C to:
MHFR-23-007-A01

"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

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Lead Agency/Fiscal Agent Address Zip Code
98362

Lead Agency/Fiscal Agent Address State
Washington

Lead Agency Tax Identification Number
91-6001266

Lead Agency Project Manager's Name
Jason Viada

Lead Agency Project Manager's Email
jviada@cityofpa.us

Lead Agency Project Manager's Phone
360 417 4902 / 360 912 0106

If applicable, upload a document identifying joint agency contact information. Details for each joint agency should include:
(Upload on "Documents Upload" page prior to submitting application)

- Agency Name
- Project Manager Name
- Project Manager Email
- Project Manager Phone Number

PROJECT NARRATIVE

Applicants should upload a project narrative document which includes the following information:
(Upload on "Documents Upload" page prior to submitting application)

Project Description

- Provide a description of the overall structure of the program.
- Describe how the program is consistent with the policy approaches of the Mental Health Field Response Program as described in HB 2892.SL, including, but not limited to, Section 1, paragraphs 2 and 3 and the Purpose statement on page 1 of this grant application.
- Describe the link between the intended participants' needs and the program's ability to serve those needs.
- Provide a description of the service area and included catchment area(s). Describe how the proposed program structure and staffing meets the needs of the catchment area, i.e. factoring in travel time, volume of calls and proposed shift structure.
- What process will be used to determine protocols and processes for gathering information from callers by caller takers and dispatchers (public safety answering points)?
- How many participants does the program anticipate it will contact and how many will it serve?
- Explain the training approach to be implemented throughout the program for the law enforcement officers, call takers/dispatchers and behavioral health personnel to operate successfully and competently within your agency.
- Describe the role of the case manager, for programs which will employ dedicated case managers and utilize support services to work with individuals successfully diverted.
- Describe the steps the program will take to transition diverted individuals from short-term services to more permanent community support services.
- What wraparound linkage services and resources will be provided in the program and how are these consistent with evidence-based practices?

Project Need

- Describe the need for a Mental Health Field Response Team Program in your jurisdiction. What considerations were assessed in determining the need? How does the need relate to the overall goal of the Mental Health Field Response Team Program?

Project Personnel

- How many individuals in your organization will work on this project? Indicate key personnel, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this GRANT APPLICATION. Explain how Applicant will ensure that equally qualified persons are assigned to the project if key personnel leave the project.

MHFR-23-005
EXHIBIT A (GRANT APPLICATION NARRATIVE & TIMELINE)

EXHIBIT C to:
MHFR-23-007-A01

"Port Angeles Police Department
2023-2025 Mental Health Field
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- WASPC is aware of the difficulties within Washington State to recruit, hire, and retain staff in certain disciplines. The proposal should include a plan for how the applicant intends to rapidly recruit and staff the proposed program, including how the organization plans to ensure full programmatic staffing by the project start date and throughout the grant performance period.
- Discuss the role, responsibilities and accountability of Lead Agency Project Manager in the Mental Health Field Response Team Program. Indicate key personnel, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this GRANT APPLICATION. Explain how the Applicant will ensure that equally qualified persons are assigned to the project if key personnel leave the project.

WASPC expects that the awarded Applicant will continue to make the key project personnel available through the life of the contract as long as they remain in Applicant's employ or under contract with the Applicant. The Applicant retains the right to replace staff with new staff members who have equal or better qualifications than the original staff member.

Partnership and Collaboration

- How will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners?

Services

- Describe the partnerships proposed for stabilization, observation, disposition and custodial transfer.
- What is the process for assessing participants for danger to self and others; what assessment resources will be used?
- Explain which resources will be engaged for participants who are considered "high utilizers" upon referral, and ongoing.
- Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the Mental Health Field Response Team.

Project Narrative

MHFR PROJECT NARRATIVE - 2023-24.pdf

PROJECT TIMELINE

Project Timeline

(Upload on "Documents Upload" page prior to submitting application)

- Please provide a detailed outline citing implementation activities and dates by month and year for the steps required to implement the proposed diversion program or service(s). This is also your opportunity to explain implementation challenges and how you plan to address these challenges. Please include an outline of steps that will be taken and the time frame needed to resolve these issues. Please list and explain any issues that may affect the timing of this project.

Project Timeline

MHFR Project Timeline.pdf

SUPPORTING DOCUMENTS

Letters of Support

(Upload on "Documents Upload" page prior to submitting application)

Attach Letters of Support. These letters of support should outline how the organization will support your project. Examples of organizations include, but are not limited to:

- Neighboring Law Enforcement Agencies (LEAs);
- Jails used in your jurisdiction, if not a jail operated by your agency;
- Prosecutorial agencies;
- Public defenders and defense counsel;
- Public health and behavioral health agencies (to include mental health and substance use disorder (SUD) services for both public and non-profit providers)
- Public safety answering points; and
- Case management service providers with capacity for intensive, individualized case-management for people with behavioral health challenges and justice-system involvement.

Organization & Personnel Documents

(Upload on "Documents Upload" page prior to submitting application)

- Attach an organizational chart that highlights the staffing model that will support the program and the role, responsibilities and

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accountability of the project manager in the Mental Health Field Response Teams Program.

- Attach the resumes of the key personnel assigned to the project as one .pdf document. Key personnel should include, at a minimum, the lead agency project manager and the behavioral health professional.

Letters of Support

LettersofSupportCombined.pdf

DATA COLLECTION & REPORTING

Data Collection

All grant recipients will be required to utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the Julota System. All awardees must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency.

The tool also allows WASPC to view de-identified data collected in the system for all Grantee Agencies and at the aggregate level. This will support WASPC assessing the efficacy of the programs and getting a holistic picture of the services provided by the Grantee. This information may also be used for reporting purposes as determined by WASPC.

All Grantee Agencies will commit to having their staff complete data entry into the Julota system.

Reporting Requirements

All grant recipients shall submit reports using required forms according to procedures issued by WASPC.

UPLOAD FILES

Resume(s)

Resumes Combined.pdf

Organizational Chart

OrgChartPAPD.pdf

GENERAL TERMS

ACCEPTANCE OF GRANT APPLICATION TERMS

A proposal submitted in response to this GRANT APPLICATION shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the electronic signature of the Applicant's Law Enforcement CEO or an officer of the Applicant's jurisdiction legally authorized to execute contractual obligations.

GRANT APPLICATION SIGNING AUTHORITY

The Signing Authority is the individual in your city/county that has the authority to execute contracts. If this application is a joint agency application, by signing this application, the lead agency jurisdiction assumes full responsibility for the implementation of the grant project, including all fiduciary responsibility and oversight. By making application for this grant, the signing authority agrees to the terms and conditions as outlined previously in this application.

General Terms Agreement

I Agree

Applicant Agency Signing Authority First Name

Nathan

Applicant Agency Signing Authority Last Name

West

Applicant Agency Signing Authority Title

City Manager

Electronic Signature Agreement

I Agree

Electronic Signature:

Pursuant to the

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Revised Code of Washington (RCW) Chapter 1 Section 80 et seq.
, by providing your digital signature, you affirm that the information provided relevant to this form is true and correct. *

Signature

Nathan West

Date of Signature

05/26/2023

Total Committee Review Scores

Total Project Narrative Score

0.00

Total Project Timeline Score

0.00

MHFR Applications: File Attachments

Joint Agency Contact Information

Mental Health Field Response Joint Agency Contact Information.pdf

Project Narrative

MHFR PROJECT NARRATIVE - 2023-24.pdf

Project Timeline

MHFR Project Timeline.pdf

Letters of Support

LettersofSupportCombined.pdf

Resume(s)

Resumes Combined.pdf

Organizational Chart

OrgChartPAPD.pdf

Mental Health Field Response Joint Agency Contact Information

Port Angeles Police Department: Deputy Chief of Police Jason Viada, 360 912 0106/360 417 4901
jviade@cityofpa.us

Clallam County Sheriff's Office: Chief Criminal Deputy Amy Bundy, 360 460 4309/360 4172459
amy.bundy@clallamcountywa.gov

Port Angeles Fire Department: Chief Derrell Sharp, 360 417 4651/360 460 0906, dsharp@cityofpa.us

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PROJECT NARRATIVE

Project Description

• Provide a description of the overall structure of the program.

The program is divided into four functional service areas: Identification, Linkage, Navigation and Access.

Identification – The primary goal of the identification phase is to locate community members who would benefit from CD/MH services and refer them to program navigators. Port Angeles Police Department (PAPD) is the primary identification agency. OPCC/REdisCOVERY has an existing navigation program with each of the defined project agencies that has been brought into the identification phase. OPCC staff ride and respond regularly with PAPD, one day per week with Sequim PD, and occasionally on-call with Clallam County Sheriff's Office under the existing WASPC Mental Health Field Response grant. The WASPC grant will provide the capacity to expand coverage with PAPD and provide consistent, extended service with Clallam County Sheriff's Office and Forks PD.

Linkage – Once participants have been identified and referred into the system, OPCC navigators will contact the participant to confirm the need for services and begin matching participants with services. If the participant meets the criteria for the WASPC Arrest and Jail Alternatives (AJA) program, they are referred directly into that program for intensive case management (the Mental Health Field Response team is currently the largest referrer into the Port Angeles AJA program). If the participant does not meet AJA criteria, the navigator will contact partnering CD/MH service providers to determine which provider can deliver the timeliest services that best meet the needs of the participant. When a service provider has been located and confirmed, the navigator will contact the participant to provide a referral to service.

Navigation – After a service provider has been identified and the participant has been notified of a referral to service, the navigator will work with the participant to overcome objections, resolve concerns and remove barriers to treatment. Navigators may answer general questions about treatment, help to resolve transportation concerns, develop strategies for preparing to enter treatment, link participants to other community service that will facilitate treatment or provide other services that will increase the likelihood of the participant successfully entering and completing a prescribed course of treatment. In some cases, navigators may refer a participant to a case manager to follow the participant into and through treatment to improve and ensure compliance.

Access – When participants have been referred to service, the service provider sets an initial appointment with the participant, at which time the participant and provider will discuss a continuing course of action. Service providers will report back to the navigator to confirm a participant's entry into treatment. All treatment within this program will conform to known best or promising practices.

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For those participants who require behavioral health treatment and are referred for treatment in OPCC's Behavioral Health Clinic, their first appointment is a two-hour assessment to determine whether the participant requires counseling alone, counseling with medication management, or just med management. Participants are tracked using project spreadsheets and chart notes.

OPCC provides counseling services throughout the week with three counselors. Counseling appointments are one hour each, delivered at the OPCC Clinic or, when necessary, via telephone. OPCC is in the process of building an Annex that will house an expanded Behavioral Health Clinic and administrative staff. The new Annex will allow for more group sessions, a much needed component of both counseling and med management program.

Med management is provided by OPCC's Behavioral Health Med Management APRN, in conjunction with OPCC's street medicine physician, an MD with six years of street medicine experience, including prescribing behavioral health meds. OPCC behavioral health providers and support staff meet weekly to discuss cases, and have additional support through the University of Washington's tele-psychiatry ECHO (Extension for Community Healthcare Outcomes) program every Thursday. This program allows OPCC to present patient cases to a panel of experts to get treatment and medication recommendations.

Participants referred to other service providers will receive services based on similar standards of care.

Activities

Program activities fall into five categories:

Recruitment – OPCC will use the Port Angeles Police Dept., the Clallam County Sheriff's Office and the Forks Police Dept., social service agencies, nonprofits and CD/MH service providers to participate in the program, creating a robust team of referrers and agencies willing to accept referrals. Recruitment will be ongoing, as need and availability changes. Recruitment activities and number of recruited participants will be tracked.

Training – All partners who refer participants or accept participant referrals will need to receive program training. A core group of partners which have already agreed to participate in the program and will help to design the tools and communication methods that will be used within the program. OPCC staff is also required to undergo significant, industry-specific training and receive regular in-service training.

Identification – Outreach partners will contact community members either deliberately or in the course of their normal activities. When a potential participant is identified, the partner will collect relevant information for entry into Julota for follow-up. Number of referred participants will be tracked.

Navigation – Once a referral has been logged, member of the REDisCOVERY team will contact the referred participant to begin navigation. Each contact will be logged and follow-up plans recorded. The goal of navigation activities is to link participants with

treatment as quickly as possible. Participant contacts and referrals to treatment will be tracked.

Treatment – OPCC and other program partners will accept referrals and provide treatment to new participants entering the system. Whenever necessary, OPCC will provide stabilization and/or bridge medical and behavioral health care while participants await linkage to community care partners. Accepted referrals and participants entering treatment will be tracked.

• Describe how the program is consistent with the policy approaches of the Mental Health Field Response Program as described in HB 2892.SL, including, but not limited to, Section 1, paragraphs 2 and 3 and the Purpose statement on page 1 of this grant application.

This program is consistent with the Mental Health Field Response Program as described in HB 2892.SL as it (when successful) diverts persons into services before their behavior leads to a crime that requires Incarceration. The PAPD/OPCC REDisCOVERY program was first inspired by the existing program at the Arlington, MA Police Department. The managing officer from Arlington traveled to Port Angeles to collaborate with and train Port Angeles officers according to the methods used in the reference program. In subsequent years, PAPD and OPCC staff have attended conferences and participated in state- and nationwide meetings at which best practices in mental health field response, successful diversion, and service linkage are discussed.

• Describe the link between the intended participants' needs and the program's ability to serve those needs.

The REDisCOVERY MHFR team is part of a broader inter-disciplinary team that provides services to participants based specifically on their stated and exhibited needs. The REDisCOVERY team has built out over the years to employ experts and professionals in the fields that are most often needed by program participants. This team includes physicians, mental health professionals (including counselors, medication management prescribers and Substance Use Disorder Professionals [SUDPs]), intensive case managers, light-touch case managers, housing specialists, re-entry professionals, certified peer counselors, Affordable Care Act (ACA) navigators and an SSI/SSDI Outreach, Access, and Recovery (SOAR) navigator, among others. For services outside the expertise of the REDisCOVERY team, a robust network of partnerships exists with organizations within and outside of Clallam County.

• Provide a description of the service area and included catchment area(s). Describe how the proposed program structure and staffing meets the needs of the catchment area, i.e. factoring in travel time, volume of calls and proposed shift structure.

The primary service area for the MHFR program is Port Angeles and the surrounding area. A secondary service area is the portion of Clallam County generally referred to as

the "West End," which includes unincorporated areas of Clallam County and the city of Forks. Staffing for the MHFR program provides seven-day-a-week coverage for Port Angeles and the surrounding areas, and weekly service in the West End, with services in that portion of the county gradually increasing as partnerships are developed and refined. Dispatch time within Port Angeles is generally less than 20 minutes, in the area surrounding Port Angeles, less than one hour, and in the West End, within 24 hours (generally within 2 hours). West End service levels are expected to match the surrounding Port Angeles service level within the next 12 months.

• What process will be used to determine protocols and processes for gathering information from callers by the caller takers and dispatchers (public safety answering points)?

17 police or fire agencies Clallam County are served by Peninsula Communications (PenCom). PenCom is the Public Safety Answering Point for the entire county and is a division of the Port Angeles Police Department. PenCom answers 9-1-1 and non-emergency calls and dispatches the 17 police or fire user agencies in the County. This includes the Port Angeles Police Department, the Clallam County Sheriff's Office, the Forks Police Department and the Port Angeles Fire Department. PenCom has a formal and extensive training program for the 9-1-1 Communications Officers and this includes the adoption of the "King County Criteria Based Guidelines". Protocols and processes in PenCom for gathering information by Communications Officers are developed and trained to in a formal manner. The Communication Officer training program typically takes four months and covers the call taking and dispatching for law enforcement, fire department and other public safety calls. The King County Criteria Based Dispatch Guidelines cover over 26 call types and include one call type for behavioral health. Communications Officers go through formal training and are required to show proficiency on criteria-based dispatching. The gathering of information from callers and the dispatching of calls is done in a standardized manner and has a quality assurance component to insure consistency. During the four month training program Communications Officers are supervised and mentored by designated training officers. The actual protocol beyond the King County Criteria Based Guidelines are determined by the user agencies and industry best practice. Call types have been developed to cover the full range of public safety calls for service and these call types and the dispatch protocols are consistently applied countywide. At present only law enforcement and fire are directly dispatched by PenCom. Law enforcement, fire or PenCom contact REDisCOVERY MHFR directly and on a case by case basis. In many instances REDisCOVERY MHFR or case management are riding with the responding units. It is in our workplan to co-dispatch REDisCOVERY mental health field response or case management personnel directly along with law enforcement and fire units on certain call types once REDisCOVERY MHFR is equipped with radios and a response vehicle.

• How many participants does the program anticipate it will contact and how many will it serve?

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The MHFR team expects to contact at least 1,000 community members during the grant year, providing some level of ongoing service to at least 400. Ongoing services include bridge medical/behavioral health care, referrals to inpatient treatment, provision of supplies and/or support, assistance with housing, communication, identification or other needed resources, and/or linkage to intensive case management programs.

• Explain the training approach to be implemented throughout the program for the law enforcement officers, call takers/dispatchers and behavioral health personnel to operate successfully and competently within your agency.

Several REDisCOVERY MHFR staff are radio-trained and have Port Angeles Police Department (PAPD) call numbers. Dispatch can route social service calls directly to MHFR staff as available and appropriate. The bulk of dispatched calls will require PAPD safety clearance. Upon clearing the scene, PAPD officers have been trained to contact the on-duty REDisCOVERY team member for handoff. Clallam County Sheriff's Office (CCSO) and Forks Police Department (FPD) will provide offline referrals to REDisCOVERY MHFR staff for follow-up.

REdisCOVERY team members are required to complete the following training, in addition to regular, ongoing in-service training:

CPR, First Aid, STB – PAFD preferred vendor

NARCAN/overdose recognition – provided by Director of Clinic Operations

Mental health first aid

Homeless outreach – provided annually in September by Washington State Healthcare Authority (HCA) Division of Behavioral Health and Recovery (DBHR)

Certified Peer Counselor (CPC) for team members with lived experience –

Washington State Healthcare Authority (HCA) preferred vendor

(<https://www.hca.wa.gov/billers-providers-partners/program-information-providers/peer-support#how-do-i-become>)

Suicide awareness/prevention

Verbal de-escalation

Personal protection / situational awareness – PAPD preferred vendor

Universal precautions – infectious disease protection and control

Trauma informed care

Cultural Competency (ongoing)

Motivational interviewing – Casey Jackson preferred vendor (<https://www.ifioc.com>)

Certified Crisis Intervention Specialist (at least Level II) or equivalent – Andy

Prisco (JumpstartMastery) preferred vendor

OPCC/REdisCOVERY Corporate and Employee Culture

REdisCOVERY case management (for case managers)

REdisCOVERY outreach methodology (for outreach staff)

Documentation/data tracking (per program) – Julota and other data tracking requirements

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• Describe the role of the case manager, for programs which will employ dedicated case managers and utilize support services to work with individuals successfully diverted.

The MHFR team will follow the REDisCOVERY workflow for ongoing service provision. Participants in need of light-touch case management will receive ongoing support from the MHFR team, with appropriate supports from other REDisCOVERY programs, as needed. Participants who require more intensive support and/or services will be referred to a REDisCOVERY intensive case management program, with coordination and follow-up provided in case management consultation sessions and operational workgroup meetings, as appropriate.

• Describe the steps the program will take to transition diverted individuals from short-term services to more permanent community support services.

The linkage component of the MHFR program strives to connect participants with service providers in traditional, office-based programs. For those individuals who require interim support, REDisCOVERY provides intensive case management programs with the same long-term program goal. The MHFR team will continue to offer services in a supporting role for participants who are established with more traditional, office-based case management services in other organizations.

• What wraparound linkage services and resources will be provided in the program and how are these consistent with evidence-based practices?

The greatest unmet needs for the majority of individuals historically served by the MHFR program are housing-related support and medical/behavioral health services. The MHFR team includes specialists with many years of experience working in and with housing/shelter service providers in Clallam County. These specialists provide expert care and linkage to individuals trying to find shelter and/or establish housing. This focus closely follows the housing first model of care, establishing a stable living environment from which the participant can make additional life changes.

The REDisCOVERY street/shelter medical team brings bridge medical and behavioral health care directly to community members with the greatest unmet need for care. Since the start of the MHFR program in Port Angeles, participants have struggled to successfully access behavioral health care (especially medication management) through the county's primary behavioral health agency. By delivering care at the county's shelter and on the streets or in camps where participants reside, one primary barrier to access to care is removed. When point-of-care treatment is delivered to the participant, instead of requiring the participant to travel to a traditional, office-based point of care, treatment can be more easily established and treatment regimens are more likely to be followed, especially with the frequent follow-ups inherent in the local street medicine model.

Project Need

• Describe the need for a Mental Health Field Response Team Program in your jurisdiction. What considerations were assessed in determining the need? How

does the need relate to the overall goal of the Mental Health Field Response Team Program?

Port Angeles houses most of the service agencies on the Olympic Peninsula. This includes major providers such as Olympic Medical Center (OMC), North Olympic Healthcare Network (NOHN) and Peninsula Behavioral Health (PBH) and a number of specialty providers and service organizations. Serenity House of Clallam County operates the Housing Resource Center and coordinates a program to house the chronically homeless. The Clallam County Jail and two large medical providers provide medically assisted treatment (MAT) for opioid drug use disorders. We also have a host of local counseling services and at least one in-patient drug treatment center.

Clallam County has over 73,000 residents and Port Angeles has over 19,500 residents. The Police Department averages a call for service every 15 minutes and over 27,000 calls per year. Many of those calls for service represent "quality of life" incidents that involve persons with mental health and/or drug use disorders. Theft, trespassing, disorderly conduct and other similar events occur frequently throughout the workday. Officers and deputies have limited discretionary time and are often unable to spend the time needed to get persons into services. PAPD has worked successfully with Serenity House on an officer and social worked foot patrol program called "The Housing Beat". We have learned that getting some persons into services prevents their behavior from escalating into that which leads to crime that then leads to an arrest and incarceration.

Law enforcement encounters persons needing service multiple time a day in Port Angeles and often their needs include short- and long-term mental health services. Absent embedded social workers, MHPs and peers, we often lose track of the person or lose the opportunity to get them into services. The partnership between PAPD and Olympic Peninsula Community Clinic (OPCC) is designed around a coordinated response between multiple organizations as persons are encountered and brought into services at the appropriate time and level. The REDisCOVERY program and the PAPD/OPCC partnership already exists and is described in the following narrative. It is currently funded by state and local grants, including WASPC Field Response and WASPC Arrest and Jail Alternatives (AJA).

This grant request includes funding for the 6.0 co-response/outreach FTE, 0.5 FTE MHP, 1.1 FTE for program management and inter-jurisdictional coordination, along with supply and travel expenses, all currently funded in the 2022-23 WASPC Mental Health Field Response program (including supplemental funding).

Project Personnel

• **How many individuals in your organization will work on this project? Indicate key personnel, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this GRANT APPLICATION. Explain how Applicant will ensure that equally qualified persons are assigned to the project if key personnel leave the project.**

The MHFR program will employ 7.6 FTE of funded employees, four to six supporting but un-funded specialty roles on the REdisCOVERY team and four or more volunteer MHPs.

Program Manager T Scott Brandon is a recognized expert in developing LEAD/LEAD-like programs and innovative Alternative Response Team programs. He has helped to design programs in Olympia, Pend Oreille County, Ferry County, Athens GA and El Paso, TX.

Kim Conley, the primary, funded MHP has decades of experience as an EMT, trauma nurse, and Life Flight nurse. She obtained her degree as an MSN, PMHNP in 2022, following a volunteer internship at OPCC. Her entire focus has been on working with the specific population served by the MHFR program.

The un-funded portion of the REdisCOVERY team includes Dr. Gerald B. Stephanz, the founder of the Port Angeles street/shelter medicine team, Dr. Joseph Cress, a PhD psychologist with 50 years in practice, Dr. Carol Allchin, a physician with more than 20 years of experience working with veterans, and Dr. Richard Van Calcar, a physician who has worked with under-served community members in Clallam County for 40 years.

• WASPC is aware of the difficulties within Washington State to recruit, hire, and retain staff in certain disciplines. The proposal should include a plan for how the applicant intends to rapidly recruit and staff the proposed program, including how the organization plans to ensure full programmatic staffing by the project start date and throughout the grant performance period.

This is a continuation grant request. All proposed staff are presently engaged in the MHFR program. In the event an employee leaves the program, other key professionals in and around Port Angeles have already been identified to quickly re-fill any vacant positions.

• Discuss the role, responsibilities and accountability of Lead Agency Project Manager in the Mental Health Field Response Team Program. Indicate key personnel, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this GRANT APPLICATION. Explain how Applicant will ensure that equally qualified persons are assigned to the project if key personnel leave the project.

Port Angeles Police Department (PAPD) has designated one officer to work with the OPCC/REdisCOVERY Mental Health Field Response (MHFR) team. PAPD Deputy Chief Jason Viada will be the Lead Agency Project Manager. The Lead Agency Project Manager (LAPM) will act as a coordinator between law enforcement agencies, and between the agencies and OPCC/REdisCOVERY. LAPM has been involved in Mental Health Field Response work since the implementation of the co-response housing beat and was instrumental in transitioning and expanding the program from a housing-centric focus to a behavioral health and overall wellness focus.

Clallam County Sheriff's Office (CCSO) will designate Chief Criminal Deputy Amy Bundy as the Joint Agency Project Manager and Forks Police Department (FPD) will designate Chief Mike Rowley as the Joint Agency Project Manager.

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They key contractor personnel in this project are OPCC/REdisCOVERY MHPs, navigators and project manager. OPCC Executive Director T. Scott Brandon is the agency's project manager. He founded the REdisCOVERY program in 2016, based on a nearly-50-year-old model established by the ReDiscovery program in Kansas City, MO, which blended behavioral health care, medical care, field-based outreach, case management and service delivery in one program. In 2017 he partnered with Port Angeles Police Department to establish the Port Angeles Mental Health Field Response (MHFR) program. He has been responsible for the buildout of the REdisCOVERY program and the implementation of additional alternative response programs in Port Angeles and Clallam County. He has acted as a consultant for alternative response programs to jurisdictions across Washington state and nationally. He was hired by LEAD to provide technical assistance to LEAD and LEAD-like programs in Washington state, and to assist in creating and delivering a certification program for LEAD. His work with and petition to the LEAD National Bureau led to Port Angeles receiving authorization to implement the first LEAD program affiliated with a non-law enforcement/criminal justice agency (LEAD Fire). Kim Conley, APRN, is the lead MHP for the MHFR program. Kim has a background as a trauma nurse and life flight nurse, as well as extensive experience as a fire EMT. Her study as a behavioral health med management APRN has focused on delivery of services to under-served populations, specifically patients who are homeless with co-occurring substance use disorder.

OPCC and the REdisCOVERY program understand the difficulty in retaining key employees and the financial and opportunity cost of training new employees. As such, great effort is made to pay at or near industry-standard wages, along with providing a heavily employer-subsidized health insurance plan, a 401(k) program, and generous leave policy. Quality of life allowances are also provided, wherever possible. Due at least in part to the attention paid to creating a positive work environment and encouraging proper work/life balance, OPCC prides itself on low turnover in key positions.

WASPC expects that the awarded Applicant will continue to make the key project personnel available through the life of the contract as long as they remain in Applicant's employ or under contract with the Applicant. The Applicant retains the right to replace staff with new staff members who have equal or better qualifications than the original staff member.

Partnership and Collaboration

• How will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners?

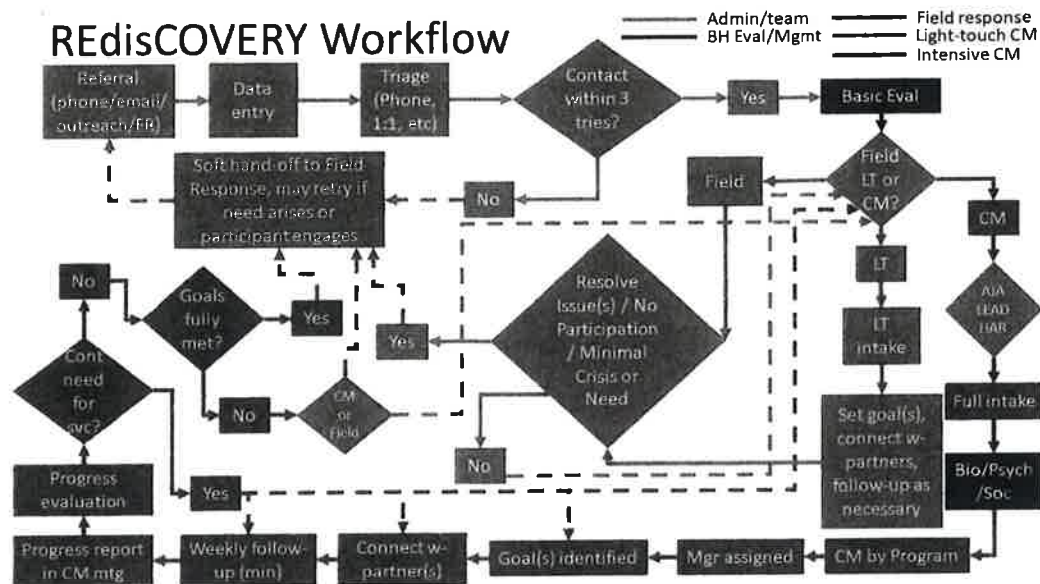
This program follows the REdisCOVERY service model, which relies heavily on coordination and feedback among service providers, partners and participants. The service model is shown in the following graphic:

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Services

- Describe the partnerships proposed for stabilization, observation, disposition and custodial transfer.

Medical and non-crisis behavioral health stabilization will be provided by the REdisCOVERY street/shelter medicine team. Peninsula Behavioral Health (PBH) holds the Clallam County contract for Designated Crisis Responders (DCRs). Behavioral health stabilization for participants who are determined by a DCR to be a danger to self or others will be provided according to Washington state statute. PBH also provides observation services through their respite program. Disposition services may be provided by PBH, Olympic Medical Center (OMC) or a REdisCOVERY MHP.

- What is the process for assessing participants for danger to self and others; what assessment resources will be used?

Participants who exhibit concerning behavior will be given suicide assessment, PHQ-9 and GAD-7 assessments. MHPs will engage the participant (with law enforcement backup, as necessary and appropriate) to determine danger to others. Expressed or evidenced suicidal/homicidal ideation will be escalated to DCR as necessary.

- Explain which resources will be engaged for participants who are considered "high utilizers" upon referral, and ongoing.

Participants who have frequent law enforcement or EMS contact, or inappropriately utilize the ED will be assessed by the REdisCOVERY street/shelter medicine team to determine

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which needs may be better met through access to treatment by that team. Light-touch case management may be provided to assess other social needs and provide supports toward meeting those needs without relying on emergency services. For participants who have continued frequent interaction with emergency services, referral to intensive case management will be considered.

• Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the Mental Health Field Response Team.

All participant encounters will be entered in Julota for record-keeping. Participants who receive ongoing service from the MHFR team will be assigned a primary MHFR contact, who will be responsible for updating the participant's needs and progress. Participant cases will be discussed as appropriate in operational workgroup meetings, outreach staff meetings and behavioral health care coordination meetings. All care in the MHFR program is provided under harm reduction principles, in a participant-centric model. Progress toward meeting expressed need will be shared with participants during each encounter, as well as requirements for continued progress.

Project Timeline

• Please provide a detailed outline citing to implementation activities and dates by month and year for the steps required to implement the proposed diversion program or service(s). This is also your opportunity to explain implementation challenges and how you plan to address these challenges. Please include an outline of steps that will be taken and the time frame needed to resolve these issues. Please list and explain any issues that may affect the timing of this project.

This grant request is a continuation of our existing MHFR program. All listed activities are already underway in and around Port Angeles. Expansion of services into the West End (Forks and surrounding areas) will be dependent on shifting resources and aligning with West End law enforcement partners. Expected transition will begin as soon as notice of grant award is received, with activities ramping up during July 2023 and August 2023, with service provision reaching full capacity no later than September 1, 2023.



PORT ANGELES
WASHINGTON, U.S.

321 East Fifth Street
Port Angeles, WA 98362

May 25, 2023

Washington Association of Sheriffs & Police Chiefs
3060 Willamette Dr NE Suite 200
Lacey, WA 98516

Re: Washington Association of Sheriffs & Police Chiefs Grant

To Whom It May Concern,

With Washington Association of Sheriffs & Police Chiefs (WASPC) support and funding the Port Angeles Police Department and the Olympic Peninsula Community Clinic (OPCC) have collaborated since 2018 to deliver the Mental Health Field Response program to Port Angeles and Clallam County. This application is for funding to continue this important program into 2024.

I am thrilled to be able to support the Washington Association of Sheriffs & Police Chiefs grant application for the Mental Health Field Response Grant as well as the joint application with OPCC for a continuation of the Alternatives to Jail and Arrest grant and the collaboration with the Port Angeles Fire Department and OPCC with the Association of Washington Cities LEAD grant program. Our police department, in conjunction with other community organizations, has been working diligently to improve outcomes for all members of our community, especially through the REDisCOVERY program. This grant would allow them to continue the great work they are already doing and provide the opportunity to expand our current programs. It is critical for our community that programs like REDisCOVERY continue and have the opportunity to grow and expand to better meet the needs of our vulnerable populations. The collaboration this grant represents is worth celebrating and is an amazing example of how great things can be accomplished when people come together to serve the community.

The work currently being done through REDisCOVERY is getting people in to non-emergency community behavioral health services. The relationships being built by the social worker, police officers, and volunteers are helping build more resilience, stability and improving the well-being of our entire community and specifically making a lasting difference in the lives of people with whom they work directly. By working directly with individuals in our community they have also been able to reduce the number of visits to the Emergency Department at our local hospital. Expanding the scope of the collaboration to include additional services such as a community paramedic program will only improve these outcomes.

I am grateful every day for the REDisCOVERY program – for the cost savings to the community, for the community resilience that is being built, and most importantly the work happening on a daily basis to show our most vulnerable community members that they matter. The possibility of expanding this work is so exciting.

I urge you to fund this grant for Port Angeles Police Department and help continue this critical work in our community. Thank you for your consideration.

DocuSigned by:

Kate Dexter, Mayor
City of Port Angeles

MHFR-23-005
EXHIBIT A (GRANT APPLICATION NARRATIVE & TIMELINE)

EXHIBIT C to:
MHFR-23-007-A01

"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

Page 56 of 60



Brian King
Sheriff

Clallam County Sheriff's Office
WASPC Accredited Agency

223 East 4th Street, Suite 12
Port Angeles, WA 98362-3015

Support Services: (360)417-2270
Fax: (360)417-2498

<https://www.clallamcountywa.gov/497-Sheriff>

sheriff@clallamcountywa.gov

Ron Cameron
Undersheriff

Amy Bundy
Chief Criminal Deputy

Alice Hoffman
Chief Civil Deputy

Don Wenzl
Chief Corrections Deputy

May 17, 2023

I am writing this letter of support for Olympic Peninsula Community Clinic (OPCC) and the REDisCOVERY program for the Mental Health Field Response Program. Clallam County Sheriff's Office has worked closely with OPCC for the last 3 years and we have seen the benefits of this program firsthand.

The employees working in REDisCOVERY's in the Mental Health Field Response team are some of the best we have worked with. Often in the course of our duties we encounter people in various states of crises that do not necessarily benefit from or require law enforcement intervention. In these instances, I know I can call upon the REDisCOVERY team to show up and help in real time or follow up in a timely manner.

REDISCOVERY's professionalism, collaboration with law enforcement and other community partners, training, and compassion have led to a reduction in recidivism when it comes to 911 calls for service for many of our community members who have needed assistance engaging with services to address trauma, housing, SUD, etc. I look forward to learning that this program has sustained financial support as we continue working together to help our community in a system-based response that improves outcomes for all.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Bundy C103".

Chief Criminal Deputy Amy Bundy

Established: 12/2018

Page 1 of 6

MHFR-23-005

EXHIBIT A (GRANT APPLICATION NARRATIVE & TIMELINE)

EXHIBIT C to:
MHFR-23-007-A01

"Port Angeles Police Department
2023-2025 Mental Health Field
Response Application and Award
(MHFR-23-005)"

Page 57 of 60

MHFR Budget Requests: Contracts

Name	Attachments
Contracts	No

Linked Application
Port Angeles Police Department

Linked Application Category Summary
50896010

Category
Contracts

Consultants/Contracts

Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Contracts:

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of \$100,000

Item/Contractor Name
Olympic Peninsula Community Clinic

Total Item/Contract Cost
\$1,245,000.00

Contracts Narrative

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM

Budget Narrative

The requested \$1,245,000 in WASPC funding for this Mental Health Field Response project is directed entirely to Olympic Peninsula Community Clinic (OPCC) and the RedisCOVERY program. Overall program budget includes significant local match, in the form of officer/deputy time from Port Angeles Police Department (PAPD) and Clallam County Sheriff's Office (CCSO). Total program budget, including department match and OPCC local funding, is \$2,200,000. Law enforcement/fire para-medicine local match totals \$220,000 and OPCC local (non-WASPC) RedisCOVERY contract match totals \$735,000.

Requested funds will be used for 6.5 Mental Health Field Response FTE, to be allocated among PAPD, CCSO and Forks Police Department (FPD), 0.6 FTE Program Management, 0.5 FTE inter-agency coordination, supplies and travel expense, as follows (figures are per year):

Supervision/Program Management (0.6 FTE)
Personnel cost \$67,000
Benefits cost \$21,500

MHFR Outreach/Co-response (6.0 FTE)
Personnel cost \$279,000
Benefits cost \$72,000

MHFR APRN (0.5 FTE)
Personnel cost \$80,000
Benefits cost \$33,000

Inter-agency Coordination (0.5 FTE)
Personnel cost \$24,000
Benefits cost \$6,000

Program Supplies: \$30,000

Program-related Travel: \$10,000

OPCC match includes MD, PhD, APRN and other licensed and certified professional services.

Review Portal Fields

Status

Accepted

Category

Contracts

Total Cost

\$1,245,000.00

Zap Copied

MHFR Budget Summary: 50896010

Linked Application

Port Angeles Police Department

Total Personnel Amount

0.00

Total Fringe Benefits Amount

0.00

Total Travel Amount

0.00

Total Equipment Amount

0.00

Total Supplies Amount

0.00

Total Consultant Fee Amount

0.00

Total Contract Cost Amount

1,245,000.00

Total Other Cost Amount

0.00

Total Budget Amount

\$1,245,000.00



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AGENDA ITEM SUMMARY

JUL 15 2024

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** Monday, July 15, 2024

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) |

Documents exempt from public disclosure attached: ☐

Executive summary: Health & Human Services ~ Developmental Disabilities has developed a new program, "Project SAFER", whose mission is to strive to improve encounters between community members with developmental disabilities and members of law enforcement and fire and emergency personnel where individuals, families, care providers, community partners & our community -- as a whole -- will work together to create inclusive and safer emergency encounters by providing first responders with information about approach preferences, communication needs and strategies – Making It Safer For All.

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

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

County Official signature & print name: , Jennifer Oppelt

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Kelley Lawrence, Kevin LoPiccolo, Jenny Oppelt

Date submitted: July 9, 2024

* 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)

You are invited!



Project SAFER

Special Assistance For Emergency Response

Thursday, August 15th
10-5 pm

CLALLAM COUNTY FAIRGROUNDS
1608 W. 16TH STREET, PORT ANGELES

Come visit us under the grandstands!



Project SAFER is a **FREE** event to help first responders and Clallam County residents who experience intellectual/developmental disabilities (IDD) to interact with each other in a fun and stress free environment.



The Project SAFER event will pair public education with accessible activities such as: touch a truck, emergency vehicle tours & more!



A variety of local community resource exhibitors will be on hand to help connect you with services.



Your event registration includes **FREE** entrance passes to the **Clallam County Fair** for you, your family and support representatives to attend this informative, engaging event!

For more info and to register for tickets please visit:

projectsafer.org

Event Presented By:



Washington State
Department of Social
& Health Services

Transforming lives



7
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 15, 2024

REGULAR AGENDA ☐ **Meeting Date:** July 23, 2024

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is a Resolution authorizing Project Safer participants, no cost access to the Clallam County Fair. The Resolution provides a chronology on how Project Safer was formed and provides the details on reimbursement of the entry fee being paid through the Developmental Disabilities Administration State Contract.

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?** ☐ Not a budget action.

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo, Kelley Lawrence, Don Crawford, and Brian King

Relevant Departments: Health and Human Services, Sheriff's Department and Parks, Fair & Facilities

Date submitted: July 10, 2024

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



RESOLUTION _____, 2024

AUTHORIZING PROJECT SAFER PARTICIPANTS, NO COST ACCESS TO THE CLALLAM COUNTY FAIR

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Project Safer (Special Assistance for Emergency Response) was created due to an unfortunate encounter with law enforcement with an individual who experiences a developmental disability. As a result of this encounter, the family of the individual with disabilities wanted to use this experience for learning and growth for everyone involved to have the fundamental knowledge on how to interact with one another during an emergency response.
2. Health and Human Services enlisted a facilitator and Project Director to form a committee and invite community partners and Self-Advocates to become a part of the committee known as Project Safer; to focus on developing a Mission and Goals for this endeavor. The committee discussed the needs of those that are served, their families and support representatives, First Responders, and for the Community at large.
3. Project Safer created a Mission Statement to strive to improve encounters between community members with disabilities and law enforcement, Fire, and Emergency Personnel. Where individuals with intellectual and developmental disabilities, families, support representatives, and community members will work together to create an inclusive and safer emergency encounter by providing First Responders with information about approach preferences, communication needs, and strategies that will make it safer for all.
4. Project Safer through the Developmental Disabilities Administration Region 3 Administrator created a voluntary confidential information form for individuals who experience intellectual and developmental disabilities that could be immediately accessed during an encounter with a First Responder. This form provides valuable information in approaching someone that experiences intellectual and developmental disabilities. The form is securely housed at the Clallam County's Sheriff's Department and dispatched to all First Responders during an encounter.
5. A website was created by a member of the Developmental Disability Advisory Committee. The Project Safer website houses all pertinent information about Project Safer's community partnerships, the confidential form, and event planning for the Clallam County Fair.
6. Project Safer will reimburse the entry fee to the Clallam County Fair, through the Developmental Disabilities Administration State Contract for families and support representatives of an individual with intellectual and developmental disabilities.
7. Project Safer will recognize individuals with intellectual and developmental disabilities, their families and support representatives, and celebrate this inclusive event at the Clallam County Fair each year at the start of the Fair.

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

1. Project Safer is a no-cost event for individuals who experience intellectual and developmental disabilities, to interact with each other, Community Partners, all first responders, and the Community at large in a fun and stress-free environment.

2. Project Safer is an all-inclusive event, recognizing individuals with intellectual and developmental disabilities and their families and support representatives. Project Safer will reimburse the entry fee to the Clallam County Fair, through the Developmental Disabilities Administration State Contract for families and support representatives of individuals who experience intellectual and developmental disabilities.

PASSED AND ADOPTED this ____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

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JUL 15 2024



AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: July 15, 2024**

REGULAR AGENDA ☒ **Meeting Date: July 23, 2024**

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Low-Income Housing Consultant RFP |

Documents exempt from public disclosure attached: ☐

Executive summary:

Over the next few years, local governments will update their comprehensive plans under the Growth Management Act (GMA). Similarly, affordable housing and emergency housing professionals will be contributing to updates of Housing and Urban Development (HUD) Consolidated Plans and/or their county's 5-year homelessness plans by 2025. To meet these housing needs, significant planning and coordination across sectors and disciplines is needed.

Clallam County HHS has applied for and been awarded a grant from Commerce that will support this work by hiring a consultant to coordinate resources and work with partner jurisdictions and service providers to update the 5-year homelessness plan. Upon completion of the update and adoption of the 2025-2030 Clallam County Homelessness Crisis Response & Housing Plan, the Clallam County Department of Community Development will adopt the updated plan by reference into the Clallam County Growth Management Act Comprehensive Plan.

This Request for Proposals (RFP) is to identify a qualified consultant to perform the statement of work contained in the body of the RFP. The period of performance shall be from September 3, 2024 through June 15, 2025 with a maximum budget of \$25,000.00.

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

Funds in the 2024 budget. Budget hearing to be held July 30, 2024

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

* Work Session Meeting - Submit 1 single sided/not stapled copy	Low-Income Housing Planning AIS
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)	Revised: 3-04-2019

County Official signature & print name:  _____ Jennifer Oppelt

Names of Relevant Departments/Employees/Stakeholders attending meeting:
Christine Dunn and Jenny Oppelt

Date submitted: July 10, 2024

-
- * 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)

Low-Income Housing Planning AIS
Revised: 3-04-2019

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

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Clallam County Health and Human Services Department is seeking a qualified consultant to assist in the update of the Clallam County Homelessness Crisis Response & Housing Plan for 2025-2030. Project completion in June 2025.

Sealed proposals must be clearly marked on the outside of the envelope **“Clallam County Coordinating Low-income Housing Planning Consultant”**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered to 223 East 4th Street, Room 150 (County Commissioner’s Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, August 19, 2024**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners’ Meeting on Tuesday, August 20, 2024.

An RFP application and information packet is available on the Clallam County website at www.clallam.net/HHS or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 East 3rd Street (upper floor), Port Angeles, Washington. Telephone 360-417-2582 or email christine.dunn@clallamcountywa.gov for packets.

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

PASSED THIS _____ day of _____, 2024

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mike French, Chair

cc: Department

Publish: July 26th and August 2nd, 2024

Bill: Health and Human Services



Clallam County Coordinating Low-income Housing Planning Consultant

Request for Proposals

Contract Period: September 2024 – June 2025

DEADLINE: August 19, 2024

CLALLAM COUNTY COORDINATING LOW-INCOME HOUSING PLANNING
CONSULTANT
REQUEST FOR PROPOSALS (RFP)

TABLE OF CONTENTS

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REVIEW AND SELECTION CRITERIA.....9

PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS.....9

CLALLAM COUNTY COORDINATING LOW-INCOME HOUSING PLANNING CONSULTANT REQUEST FOR PROPOSAL SUMMARY AND BACKGROUND

The Clallam County Health and Human Services Department is seeking a qualified consultant to assist in the update of the Clallam County Homelessness Crisis Response & Housing Plan for 2025-2030.

Washington State Department of Commerce (Commerce) has identified that Washington state will need 1.1 million more housing units by 2044 to meet our future housing needs, and half of that need is for the lowest income housing segments, or those earning below 50% of area median income (AMI). In addition, there is a projected need of 91,000 emergency housing beds by 2044.

Over the next few years, local governments will update their comprehensive plans under the Growth Management Act (GMA). For the first time, local governments will need to plan for housing for all income levels, and for permanent supportive housing and emergency housing.

Based on this significant housing need and this new planning framework, it is important that land use planners engage with emergency housing professionals to plan for and accommodate housing affordable to all incomes. Similarly, affordable housing and emergency housing professionals will be contributing to updates of Housing and Urban Development (HUD) Consolidated Plans and/or their county's 5-year homelessness plans by 2025, and coordination with land use planning will be beneficial. To meet these housing needs, significant planning and coordination across sectors including tribal governments and disciplines is needed.

PROPOSAL DEADLINE: Monday August 19, 2024 at 3:00 p.m. (See Section VIII)

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, August 19, 2024 WHETHER HAND DELIVERED OR BY U.S. MAIL. NO LATE PROPOSALS WILL BE ACCEPTED.

EACH PROPOSAL MUST BE:

- 1. THREE RING HOLE PUNCHED**
- 2. ONE (1) ORIGINAL**
AND
- 3. THREE (3) COPIES**
- 4. THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED "Coordinating Low-income Housing Planning Consultant"**
- 5. AN ELECTRONIC PDF VERSION OF THE PROPOSAL MUST BE SENT TO CHRISTINE DUNN AT christine.dunn@clallamcountywa.gov**

This Request for Proposal is available on the Internet at <https://www.clallamcountywa.gov/Health-Human-Services> or by contacting:
Christine Dunn - Clallam County Health & Human Services
Phone: 360.417.2582
Email: christine.dunn@clallamcountywa.gov.

The Clallam County Health & Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Clallam County Health and Human Services may (at its sole discretion) accept a proposal that is in “substantial compliance” with the terms and conditions of this RFP if the variance between the submitted proposal and the terms and conditions of this RFP is not “material.” A variance will be considered “material” only if its presence or inclusion in the proposal means the proposer is likely to be unable to fulfill the Scope of Work requirements.

REQUEST FOR PROPOSAL (RFP) TIMELINE

Clallam County Coordinating Low-income Housing Planning

Date	Activity
July 23, 2024	RFP Approved by BOCC
July 23, 2024	RFP Released
August 19, 2024	Proposals due to Board of Commissioners by 3:00 p.m.
August 20, 2024	Proposals opened and accepted at BOCC Mtg.
August 21-23, 2024	Proposals Reviewed/1 Accepted
August 26, 2024	Contract to BOCC work session for review
September 3, 2024	Contract approved by BOCC
September 3, 2024 – June 15, 2025	Consultation Period
June 15, 2025	Formal adoption of 2025-2030 Homelessness Crisis Response & Housing Plan by reference into the Clallam County Growth Management Act Comprehensive Plan

Note – All dates are subject to change – updated July 2024.

ANTICIPATED SCOPE OF WORK

The Clallam County Health and Human Services Department in partnership with the Washington State Department of Commerce is seeking a qualified research consultant to update the Clallam County Homelessness Crisis Response & Housing Plan for 2025-2030.

This project will be a coordinated effort amongst Clallam County, partner jurisdictions, and local service providers. Upon completion of the update and adoption of the 2025-2030 Clallam County Homelessness Crisis Response & Housing Plan, the Clallam County Department of Community Development will adopt the updated plan by reference into the Clallam County Growth Management Act Comprehensive Plan.

Deliverables (Clallam County Staff):

1. Prepare all pre-planning support documentation and coordination with community members providing homelessness services and supportive housing.
 - a) Collect all existing Homelessness Task Force, local tribal governments, county, and cities (Sequim, Port Angeles, and Forks) planning data for submission to consultant focusing on very low to extremely low-income populations.
 - b) Identify parties to connect with on the grant work (groups, organizations or governmental entities to provide data or who participate in the system), their contact information, and their role in the work.
2. Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings.
 - a) Coordinate meetings between supporting jurisdictions/organizations.
 - b) Development and release of Request for Qualifications/Proposal documents for the identification of a contracted consultant. Consultant identified with a fully executed contract in place.

Deliverables (Consultant):

1. Draft coordinated data and policy pieces for the 2025-2030 Homelessness Crisis Response and Housing Plan and Comprehensive Plan.
 - a) Develop coordinated strategic policies with supporting jurisdictions/organizations for utilization in the 2025-2030 Homelessness Crisis Response and Housing Plan and Comprehensive Plan.
 - b) Identify baseline existing conditions data to include in 2025-2030 Homelessness Crisis Response and Housing Plan and Comprehensive Plan in coordination with supporting jurisdictions/organizations.
 - c) Identify future priorities to include in 2025-2030 Homelessness Crisis Response and Housing Plan and Comprehensive Plan.
2. Adoption of 2025-2030 Homelessness Crisis Response and Housing Plan.

- a) Work with Homelessness Task Force (HTF) subcommittee and Clallam County staff to review 2020-2024 Homelessness Crisis Response and Housing Plan.
 - b) Work with HTF subcommittee and Clallam County staff to review new guidelines from Washington State Department of Commerce as a requirement in creating the 2025-2030 Homelessness Crisis Response and Housing Plan.
 - c) Work with HTF subcommittee and Clallam County staff to create draft 2025-2030 Homelessness Crisis Response and Housing Plan.
 - d) HTF to review and approve draft 2025-2030 Homelessness Crisis Response and Housing Plan.
 - e) Present the 2025-2030 Homelessness Crisis Response and Housing Plan to the HTF and the Housing Solutions Committee.
 - f) Present the 2025-2030 Homelessness Crisis Response and Housing Plan forward to the Clallam County Board of Commissioners work session and regular meeting for final approval.
3. Formal adoption of the 2025-2030 Clallam County Homelessness Crisis Response and Housing Plan by reference into the Clallam County Growth Management Act Comprehensive Plan.
 - a) Review 2025-2030 Clallam County Homelessness Crisis Response and Housing Plan with Clallam County Department of Community Development for discussion.

2025-2030 Homelessness Crisis Response and Housing Plan	
Timeline	
May 2024 – June 2024	Collect data from HTF, Local Tribal Governments, County and Cities.
	Develop and RFP.
May 2024 - June 2024	Identify parties to connect with, their contact info, and role in the work.
	Coordination of meetings between supporting jurisdictions/organizations.
June 31, 2024	Deliverable 1 – prepare all pre-planning documentation and coordination with community members providing homelessness services and supportive housing. Deliverable 2 – Meeting agendas, attendee lists, and notes from coordination meetings to date, schedule for future meetings.
September 2024	Consultant identified with contract in place

Aug 2024 – Oct 2024	Develop coordinated strategic policies with supporting jurisdictions/organizations for utilization in comprehensive plan and 5-year plan (consultant).
Sept 2024 – Nov 2024	Work with HTF subcommittee to review previous 5-year plan.
Sept 2024 – Dec 2024	Work with HTF subcommittee to review new guidelines from WA Commerce.
Oct 2024 – Nov 2024	Identify baseline existing conditions data to include in comprehensive and 5-year plans in coordination with supporting jurisdictions/organizations.
Dec 2024 – Feb 2025	Craft draft 5-year plan (staff, consultant, HTF subcommittee).
Dec 2024 – March 2025	Identify future priorities to include in both plans (consultant).
March 31, 2025	Deliverable 3 - Draft coordinated data and policy pieces for comprehensive plan and 5-year homelessness plan.
March 2025	HTF to review and approve draft 5-year plan.
March 2025 – Apr 2025	Present draft 5-year plan to BOCC work session and regular sessions for final approval.
April 30, 2025	Deliverable 4 - Adoption of 5-year plan.
April 2025 – May 2025	Review draft 5-year plan with DCD for discussion (staff & consultant).
June 15, 2025	Deliverable 5 - Formal adoption of 5-year plan by reference into GMA Comprehensive Plan.

PROPOSAL REQUIREMENTS

All proposals will be screened and selected based on the following information.

Instructions for Completing the Proposal:

Please provide the following information.

1. General Organization Information:

- Firm Name and Contact Information (address, phone, email)
- Description of principals of the firm/organization
- Name, telephone, and email address of the contact person regarding this proposal
- Current documentation regarding firm's liability insurance

2. Firm/Organization Capabilities:

- Description of your capacity to perform the work

- Relevant experience (years of experience)

3. Proposal Narrative (not exceeding 8 pages):

- A proposal that outlines the scope of work and ability to adhere to schedule provided with final deliverable due June 15, 2025
- Examples of work on similar projects with outcomes (hyperlinks to projects or reports may be included)
- Proposed methods of meeting objectives, accomplishing tasks, and providing deliverables within the Scope of Work
- Availability to begin work on this project and estimated response time for a request for service

4. Budget:

- Specify the funding request detailing how and when the funding would be used
- Submit itemized budget, with quantity and description of each requested cost
- Proposer shall have sufficient financial reserves to complete the proposed analysis
- Anticipated funds available are not to exceed \$25,000 for the proposed project period
- Indirect services cannot exceed 10%

MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches) using 12 font with 1 inch margins. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to Christine Dunn at christine.dunn@clallamcountywa.gov. **The original (1) proposal and three (3) additional copies, including all supporting material**, must be three hole punched, sealed in an envelope or box, and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Coordinating Low-income Housing Planning Consultant 2024
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Coordinating Low-income Housing Planning Consultant 2024
223 East 4th Street; Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the box or envelope. Proposals must be **received BY 3:00 p.m. Monday, August 19, 2024 at the physical address. Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office**

that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.

REVIEW AND SELECTION CRITERIA

Clallam County Health and Human Services shall make the final determination of the most qualified applicant to negotiate a contract with. Prior to final selection, the reviewers may select a short list and interview (virtually or telephonically) prospective applicants and/or may require submittal of further documentation regarding the applicant's capabilities and qualifications. Dates and times for those interviews are to be determined.

PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. **Verbal, alternative, and late proposals will not be considered for selection.** Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

E. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

F. Waivers

The right is reserved by Clallam County to waive for the successful proposer specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance by the proposer of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

G. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

H. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

I. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

J. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of

individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

K. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. Clallam County reserves the right to request additional data, discussion or presentation in support of written proposals.

L. Insurance Requirements

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- c. Claims for damages because of bodily injury or death of any person other than employees.
- d. Claims for damages insured by usual personal injury liability coverage.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1. COVERAGE FORMS

- a. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

- b. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall also be included: Amendment of Contractual Liability for Personal Injury Liability, Per Project Aggregate limits, and Stop Gap Employers Liability.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

Contractor's General Liability insurance shall be primary with respect to the County, and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance.

- c. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the policy.

- d. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession. Contractor shall maintain professional liability coverage for a period of at least thirty-six months following completion of Contractor's work.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that

coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

2. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

- a. Workers' Compensation
Statutory Bodily Injury including Death by Accident or Disease
- b. Stop Gap Employers' Liability
 - \$1,000,000 Bodily Injury including Death by Accident - Each Accident
 - \$1,000,000 Bodily Injury including Death by Disease - Policy Limit
 - \$1,000,000 Bodily Injury including Death by Disease – Each Employee
- c. General Liability - Bodily Injury, Personal Injury & Property Damage
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
- d. Automobile Liability
 - \$1,000,000 Bodily Injury including Death and Property Damage - Per Accident
- e. Professional Liability
 - \$ 2,000,000 Per Occurrence
 - \$ 2,000,000 Annual Aggregate
 - or
 - \$ 1,000,000 Per Occurrence
 - \$ 3,000,000 Annual Aggregate

3. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County with 30 days of the execution of the contract.

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AGENDA ITEM SUMMARY JUL 15 2024

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 15, 2024

REGULAR AGENDA ☒ **Meeting Date:** July 23, 2024

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#19 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #19 between the Department of Health and Clallam County Health and Human Services. As proposed, the amendment will add/amend the statement of work. The amendment is increasing the contract to \$1,053,500.

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?** ☐ No change to budget.

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 10, 2024

* 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, Amendent #19
Revised: 3-04-2019

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

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 19

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☒ Adds Statements of Work for the following programs:
 Foundational Public Health Services (FPHS) - Effective July 1, 2024
 - ☒ Amends Statements of Work for the following programs:
 Executive Office of Resiliency & Health Security-WFD LHJ - Effective July 1, 2023
 Recreational Shellfish Activities - Effective July 1, 2023
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-19 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-18 Allocations as follows:
 - ☒ Increase of **\$1,053,500** for a revised maximum consideration of **\$8,683,536**.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
 Exhibit B Allocations are attached only for informational purposes.

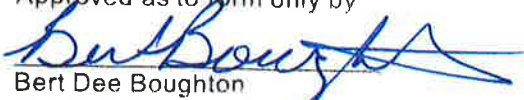
Unless designated otherwise herein, the effective date of this amendment is the date of execution.

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 by


 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

APPROVED AS TO FORM ONLY
 Assistant Attorney General

Clallam County Health & Human Services

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%
Indirect Rate January 1, 2024 through December 31, 2024: 38.46%

EXHIBIT B-19
ALLOCATIONS
Contract Term: 2022-2024

Page 2 of 17
Contract Number: CLH31005
Date: June 1, 2024

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period Start Date	LHJ Funding Period End Date	Chart of Accounts Funding Period Start Date	Chart of Accounts Funding Period End Date			
FFY25 USDA WIC Client Svs Contracts	NGA Not Received	Amd 16	10.557	333.10.55	10/01/24	12/31/24	10/01/24	09/30/25	\$64,225	\$64,225	\$854,116
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 17	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$116,051	\$373,478	
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 16	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$194,688		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$1,438		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$3,000		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$2,588		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$55,713		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$5,175	\$232,638	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	\$2,800	\$2,800	\$2,800
FFY24 USDA FMNP Prog Mgmt	7WA810WA7	Amd 18	10.572	333.10.57	05/01/24	09/30/24	10/01/23	09/30/24	\$598	\$598	\$1,768
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 14	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	\$598	\$598	
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	
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 15	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$20,000)	\$247,677	\$247,677
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$44,131)		
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	\$311,808		
FFY24 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 17	66.472	333.66.47	03/01/24	09/30/24	01/01/24	11/30/24	\$6,500	\$6,500	\$19,500
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	\$6,500	\$6,500	
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	
FFY23 PHEP BP5 LHJ Funding	NU90TP922043	Amd 14	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	\$59,979	\$59,979	\$174,640
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$58,979	\$58,979	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$155,332	\$249,749	\$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		

Ciallam County Health & Human Services

EXHIBIT B-19
ALLOCATIONS
Contract Term: 2022-2024

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Contract Number: CLH31005
Date: June 1, 2024

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
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Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHIJ 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			
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333 93.26	01/01/22	06/30/24	07/01/20	06/30/24	(\$35,254)	\$187,476	\$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333 93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730		
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333 93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333 93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$560	\$6,160	\$6,160
FFY24 CDC VFC Ops	NH23IP922619	Amd 13	93.268	333 93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$5,600		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333 93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHIJ Allocation	NU50CK000515	Amd 2	93.323	333 93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333 93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$40,704	\$122,111	\$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333 93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$81,407		
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 4, 9, 11, 17	93.323	333 93.32	01/01/22	06/30/24	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 2, 9, 11, 17	93.323	333 93.32	01/01/22	06/30/24	01/15/21	07/31/24	\$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333 93.32	08/01/23	09/30/23	08/01/23	09/30/23	\$1,200	\$1,200	\$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333 93.32	08/01/22	07/31/23	08/01/22	07/31/23	\$1,800	\$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333 93.32	08/01/22	07/31/23	08/01/22	07/31/23	\$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333 93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY21 CDC COVID-19 PHWFD-LHIJ	NU90TP922181	Amd 17, 19	93.354	333 93.35	07/01/23	12/31/24	07/01/23	06/30/25	\$200,000	\$200,000	\$200,000
FFY22 PH Infrastructure Comp A1-LHIJ	NE110E000053	Amd 16	93.967	333 93.96	01/01/24	12/31/24	12/01/22	06/30/25	\$200,000	\$200,000	\$200,000
FFY24 HRSA MCHBG LHIJ Contracts	B04MC52960	Amd 14	93.994	333 93.99	10/01/23	09/30/24	10/01/23	09/30/24	\$66,916	\$66,916	\$133,832
FFY23 HRSA MCHBG LHIJ Contracts	B04MC47453	Amd 7	93.994	333 93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$66,916	\$66,916	
FFY22 MCHBG LHIJ Contracts	B04MC45251	Amd 4	93.994	333 93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	\$56,264
FFY22 MCHBG LHIJ Contracts	B04MC45251	Amd 1	93.994	333 93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		
State Drug User Health Program		Amd 12	N/A	334 04.91	07/01/23	12/31/23	07/01/23	12/31/23	\$7,500	\$7,500	\$7,500
Rec Shellfish/Biotoxin		Amd 19	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$3,500	\$13,500	\$27,350
Rec Shellfish/Biotoxin		Amd 13	N/A	334 04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$10,000		
Rec Shellfish/Biotoxin		Amd 11	N/A	334 04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,350	\$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334 04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500		

Clallam County Health & Human Services

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%
Indirect Rate January 1, 2024 through December 31, 2024: 38.46%

EXHIBIT B-19
ALLOCATIONS
Contract Term: 2022-2024

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Contract Number: CLH31005
Date: June 1, 2024

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHHJ 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			
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$33,333	\$33,333	\$102,951
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$33,333	\$33,333	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/22	06/30/22	07/01/21	06/30/23	\$2,500	\$21,285	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	07/01/22	06/30/22	07/01/21	06/30/23	(\$3,715)		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/22	07/01/21	06/30/23	\$22,500		
Small Onsite Management (GFS)		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	(\$8,334)	\$0	\$0
Small Onsite Management (GFS)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	\$8,334		
SFY25 Wastewater Management-GFS		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	\$31,970	\$31,970	\$61,970
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	
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,243,000	\$1,243,000	\$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$690,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	07/01/22	06/30/22	07/01/21	06/30/23	(\$150,514)	\$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	07/01/22	06/30/22	07/01/21	06/30/23	\$690,000		
SFY25 FPHS-LHJ Funds-GFS		Amd 19	N/A	336.04.25	07/01/24	12/31/24	07/01/24	06/30/25	\$1,050,000	\$1,050,000	\$3,150,000
SFY24 FPHS-LHJ-Funds-GFS		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/24	\$857,000	\$2,100,000	
SFY24 FPHS-LHJ-Funds-GFS		Amd 13	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/24	\$1,243,000		
SFY24 Lead Management (FPHS)		Amd 16	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/24	\$10,000	\$10,000	\$10,000
YR 26 SRF - Local Asst (15%) SS		Amd 18	N/A	346.26.64	07/01/24	12/31/24	07/01/23	06/30/25	\$800	\$3,600	\$10,600
YR 26 SRF - Local Asst (15%) SS		Amd 15	N/A	346.26.64	07/01/24	12/31/24	07/01/23	06/30/25	\$2,800		
YR 25 SRF - Local Asst (15%) SS		Amd 18	N/A	346.26.64	07/01/23	12/31/23	07/01/23	12/31/23	(\$400)	\$3,200	
YR 25 SRF - Local Asst (15%) SS		Amd 14	N/A	346.26.64	07/01/23	12/31/23	07/01/23	12/31/23	\$600		
YR 25 SRF - Local Asst (15%) SS		Amd 11	N/A	346.26.64	07/01/23	12/31/23	07/01/23	12/31/23	\$3,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	07/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	07/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
Sanitary Survey Fees SS-State		Amd 18	N/A	346.26.65	07/01/22	12/31/24	07/01/21	12/31/24	\$400	\$10,600	\$10,600
Sanitary Survey Fees SS-State		Amd 15	N/A	346.26.65	07/01/22	12/31/24	07/01/21	12/31/24	\$2,800		
Sanitary Survey Fees SS-State		Amd 14, 15	N/A	346.26.65	07/01/22	12/31/24	07/01/21	12/31/24	\$600		
Sanitary Survey Fees SS-State		Amd 11, 15	N/A	346.26.65	07/01/22	12/31/24	07/01/21	12/31/24	\$3,000		
Sanitary Survey Fees SS-State		Amd 7, 11, 15	N/A	346.26.65	07/01/22	12/31/24	07/01/21	12/31/24	(\$1,600)		
Sanitary Survey Fees SS-State		Amd 1, 11, 15	N/A	346.26.65	07/01/22	12/31/24	07/01/21	12/31/24	\$5,400		

Clallam County Health & Human Services

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 Indirect Rate January 1, 2023 through December 31, 2023: 34.53%
 Indirect Rate January 1, 2024 through December 31, 2024: 38.46%

EXHIBIT B-19
 ALLOCATIONS
 Contract Term: 2022-2024

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 Contract Number: CLH31005
 Date: June 1, 2024

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHLJ 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			
YR 26 SRF - Local Asst (15%) TA		Amd 18	N/A	346 26 66	01/01/24	12/31/24	07/01/23	06/30/25	\$1,000	\$1,000	\$2,800
YR 25 SRF - Local Asst (15%) TA		Amd 18	N/A	346 26 66	01/01/23	12/31/23	01/01/23	12/31/23	(\$200)	\$800	
YR 25 SRF - Local Asst (15%) TA		Amd 11	N/A	346 26 66	01/01/23	12/31/23	01/01/23	12/31/23	\$1,000		
YR 24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346 26 66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	
TOTAL									\$8,683,536	\$8,683,536	
Total consideration:	\$7,630,036									GRAND TOTAL	\$8,683,536
GRAND TOTAL	\$1,053,500									Total Fed	\$3,517,279
	\$8,683,536									Total State	\$5,166,257

*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: Executive Office of Resiliency & Health Security-
WFD LHJ - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to provide funding to establish, expand, train, and sustain the LHJ public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, in accordance with the CDC Crisis Response Cooperative Agreement: COVID-19 Public Health Workforce Development (WFD).

Note: Program does not expect to be able to extend funding beyond June 30, 2024. LHJs will not be provided a fund allocation. Program will review invoices and manage use of funds across all LHJs who want to access these funds. Timely invoicing of costs by LHJs to DOH is essential. The program also asks LHJs to inform DOH as soon as possible if they do not plan to invoice for any of these funds.

Note #2: The current consolidated contract ends December 31, 2024. Once a new contract is in place, the Program plans to submit a new statement of work for January 1 - June 30, 2025. The Program plans to allow LHJs to add any unspent funds from 2024 to the new statement of work, once the 2024 invoices have all been submitted and approved. Deliverable due dates after December 31, 2024 are referenced in this statement of work for informational purposes only and will be updated in the January - June 2025 statement of work.

Revision Purpose: The purpose of this revision is to extend the Period of Performance and Funding Period to 12/31/2024 and add an additional due date for data collection.

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
				Start Date	End Date		None	
FFY21 CDC COVID-19 PHWFD-LHJ	3192621G	93.354	333.93.35	07/01/23	12/31/24	200,000	0	200,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						200,000	0	200,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, program staff, and accounting and/or financial staff.	Submit information by September 15, 2023, and any changes within 30 days of the change.	September 15, 2023 Within 30 days of the change.	Reimbursement for actual costs not to exceed total funding allocation amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Develop a plan to use these funds for one or more of the allowable costs listed below. Submit plan to the DOH Program Contact for review and prior approval as soon as possible. We want to be sure your planned activities are allowable, and we will be able to reimburse you for the expenses.	Implementation Plan	December 31, 2023, or sooner <i>or when L.H.J. requests funds or another change to the Plan.</i>	
3	Funding is intended to establish, expand, train, and sustain public health staff to support LHJ COVID-19 prevention, preparedness, response, and recovery initiatives. Funding can be used for permanent full-time and part-time staff, temporary or term-limited staff, fellows, interns, contractors, and contracted employees. Allowable costs include: - Costs including, wages and benefits, related to recruiting, hiring, and training of new or existing public health staff. - Purchase of supplies and equipment to support the expanded and/or current workforce and any training related to the use of supplies and equipment. - Training and education (and related travel) for new and existing staff on topics such as incident management training, health equity issues, working with underserved populations, cultural competency, disease investigations, informatics or data management, or other needs identified by the LHJ. - Costs of contractors and contracted staff. Notes: - Preapproval from DOH is required to contract with these funds. - Preapproval is required for the purchase of equipment. (Equipment is a tangible item with an original per-unit cost of \$5,000 or more.)	Implementation Plan Data on form provided by DOH.	December 31, 2023, or sooner <i>or when L.H.J. requests funds or another change to the Plan.</i> January 10, 2024 July 10, 2024 <i>December 31, 2024</i>	
4	Data collection, as applicable, based on activities LHJ has completed during the reporting period. Data collection includes: Total new hires	Data on form provided by DOH.	January 10, 2024 July 10, 2024 <i>December 31, 2024</i>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Describe challenges or experiences that have impacted progress toward achieving set hiring goals. - Describe promising practices or activities that should be considered for sustained funding. - Explain your approach and mitigation plans to address challenges in meeting these hiring goals. - Health Equity – Identify metrics to address Diversity, Equity, and Inclusion (DEI) in hiring. - Administrative Support Staff – New Hires - Professional or Clinical Staff – New Hires - Disease Investigation Staff – New Hires - Program Management Staff – New Hires - Existing Staff budget for this funding. Note: Reporting periods are July 1 – December 31, 2023, ~~and~~ January 1 – June 30, 2024, ~~and July 1 – December 31, 2024~~			

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

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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

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

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

Program Specific Requirements

Follow all Federal requirements for use of Federal funds:

Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200

Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards

[eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

The following expenses are not allowable with these funds:

- Clothing (except for vests to be worn during exercises or responses).
- Food or beverages.
- Incentives.
- Items to be given to community members (members of the public).

- Salaries at a rate more than Executive Level II (Federal Pay Scale).
- Vehicles (with preapproval, funds may be used to lease vehicles).

Preapproval from DOH is required to use these funds for:

- Contracting.
- Purchasing equipment. (Equipment is a tangible item with an original per-unit cost of \$5,000 or more.)
- Disposition of equipment with a current value of \$5,000 or more.
(Equipment is a tangible item with an original per-unit cost of \$5,000 or more.)
- Leasing vehicles.
- Out of state travel.

Note: Preapproval is no longer required for paying overtime.

See also DOH *A19 Documentation Matrix* for additional expenses that may require preapproval.

BILLING

All expenses on invoices must be related to statement of work tasks.

Submit invoices monthly on a signed A19 with backup documentation appropriate for risk level. DOH will provide A19 and risk level.

- If your invoice includes indirect costs, you must have an indirect rate cost agreement approved by DOH.
- If you have no expenses related to this contract for a month, let your DOH Primary Point of Contact know via email.
- Submit final billing within 60 days of the end of the contract period.

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

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2024

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

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

Period of Performance: July 1, 2024 through December 31, 2024

Funding Source ☐ Federal <Select One> ☒ State ☐ Other	Federal Compliance (check if applicable) ☐ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☐ Reimbursement ☒ Periodic Distribution
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Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system's capacity and increase the availability of FPHS services statewide.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
SFY25 FPHS-LHJ FUNDS-GFS	99210850	N/A	336.04.25	07/01/24	12/31/24	0	1,050,000	1,050,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	1,050,000	1,050,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	FPHS funds to each LHJ – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$315,500
2	Assessment Reinforcing Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$30,000
3	Assessment – CHA/CHIP – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$15,000
4	Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$192,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	CD - NEW SFY 24 Immunization Outreach, Education & Response – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$37,500
6	EPH - NEW SFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$75,000
7	FC - NEW SFY 24 Strengthening Local Finance Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$31,000
8	FC - NEW SFY 24 Public Health Communications – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$100,000
9	Lifecourse - NEW SFY 24 Illicit Substance Use and Overdose Response – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$75,000
10	EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$97,500
11	CD – Hepatitis C – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in Program Specific Requirements - Deliverables	\$15,000
12	EPH Core Team – Climate-Change Response – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in Program Specific Requirements - Deliverables	\$40,000
13	EPH Core Team – Lead Exposure – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$7,500
14	EPH Core Team – Water System Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$19,000

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

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
 - o Chris Goodwin, FPHS Policy Advisor, WSALPHO – cgoodwin@wsac.org, 564-200-3166
 - o Brianna Steere, FPHS Policy Advisor, WSALPHO – bsteere@wsac.org, 564-200-3171

The intent of FPHS funding is outlined in [RCW 43.70.512](#).

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs

Stable funding and an iterative decision-making process – The FPHS Steering Committee's roles and responsibilities are outlined in the [FPHS Committee & Workgroup Charter](#). The Steering Committee is the decision making body for FPHS and operates under a consensus-based decision making model, outlined [here](#). The Steering Committee use an iterative approach to decision making meaning additional tasks and/or funds may be added to a local health jurisdiction's (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Spending of FPHS funds – FPHS funds do not require pre-approval or pre-authorization to spend. FPHS funds are to assure FPHS services are available in each jurisdiction based on the FPHS Definitions (link) and as reflected in the SOW. Assurance includes providing FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff. **FPHS funds are eligible starting at the beginning of each state fiscal year (July 1) regardless of when funds are received by the LHJ, even if the expenditure occurred before the LHJ's contract was signed.**

These funds are not intended for fee-based services such as select environmental public health services. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June.

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

This Statement of Work is for the period of July 1, 2024-December 31, 2024 and may be included in multiple Consolidated Contracts (ConCons) which are based on the calendar year and renewed every three years.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Deliverables – FPHS funds are to be used to assure FPHS services statewide. The FPHS accountability process measures how funds are spent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. DOH, SBOH and local health jurisdictions have agreed to complete:

1. Reporting of spending and spending projections. Process timelines and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.
2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference.

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development

16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater
45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

Special References (i.e., RCWs, WACs, etc.):[FPHS Intent - RCW 43.70.512](#)[FPHS Funding – RCW 43.70.515](#)[FPHS Committee & Workgroup Charter](#)[FPHS Steering Committee Consensus Decision Making Model](#)**Activity Special Instructions:****Investments to Each LHJ:****1. FPHS Funds to Each LHJ**

These funds are allocated to be used to provide any programs and services within all of the FPHS Definitions. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

Targeted Investments to Each LHI:

2. **Assessment Reinforcing Capacity (FPHS definition G.2)**
Support LHI assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11
3. **Assessment – CHA/CHIP (FPHS definitions G.3)**
Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11
4. **Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity (FPHS definitions D, E, F)**
Infrastructure and workforce investments to each LHI to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60, 562.70, and/or 562.80
5. **CD - NEW SFY 24 Immunization Outreach, Education & Response (FPHS definition C.3)**
Promote immunization education and use of the statewide immunization registry through evidence-based strategies. Funding can also be used to support vaccine-preventable disease response. BARS expenditure codes: 562.21 and/or 562.27
6. **EPH - NEW SFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity (FPHS definitions B.2, A.C, J.1-3, K.1-2, L.1)**
These funds are to be used for staffing costs for environmental health responsibilities and functions (that are not directly fee-based) within leadership, policy development, foundational public health services implementation, evaluation, or administration, including (but not limited to) Environmental Health Directors. Examples of funded roles include work relating to general policy, statewide and/or system-wide, and/or cross-jurisdictional work, legislation, and rulemaking, SBOH engagement, leadership support and/or development, workforce development, leadership within health equity, climate, and environmental justice. Use BARS expenditure codes: 562.14, 562.40 – 562.53
7. **FC - NEW SFY 24 Strengthening Local Finance Capacity (FPHS definitions L.2-4, L.6, L.8)**
Capacity and infrastructure to assure fiscal management and contract and procurement policies and procedures are effectively implemented to support programs and services. Use BARS expenditure codes: 562.16
8. **FC - NEW SFY 24 Public Health Communications (FPHS definitions I.1-2)**
Capacity to enhance the frequency, accuracy, and accessibility of public health communications to diverse populations via various media to support programs and services. Use BARS expenditure codes: 562.13
9. **Lifecourse - NEW SFY 24 Illicit Substance Use and Overdose Response (FPHS definitions D.1-2, D.4, F.1-3, G.1-3, I.1-2, J.1-J.3, K.1-2)**
Capacity and infrastructure related to addressing overdose crisis. This includes but is not limited to: Overdose response trainings, convening stakeholders or coordination groups, data analysis, and community education. Use BARS expenditure codes: 562.13, 562.14, 562.15, 562.60, 562.70, 562.80
10. **EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability (FPHS definitions H. 1-4)**
Capacity and infrastructure to support and enhance the local delivery of FPHS Emergency Preparedness and Response services and activities across critical subject matter areas. Use BARS expenditure codes: 562.12

Targeted Investments to Select LHJs – Assuring FPHS Available in Own Jurisdiction:**11. CD – Hepatitis C (FPHS definitions C.4.o-p)**

Address Hepatitis C cases per guidance developed by the FPHS CD SME Workgroup and DOH's Hepatitis C Prioritization document with particular emphasis on lab surveillance and investigation of acute cases. Use BARS expenditure codes: 562.24.

EPH -- Core Teams (Applies to all EPH Core Team FPHS Investments) (FPHS definition B.1-7)

Each EPH Core Team investment is for LHJ staff to participate in a cross-jurisdictional topic-specific Core Team. The Core Teams are each tasked with developing one or more model program(s), intended to offer guidance for scalable environmental public health responses relating to their specific sub-topic area(s). Where it makes sense to do so, the Core Teams may also work on implementation of these model programs. The content and output of these model programs will vary depending on the needs and approaches specific to each sub-topic area.

Recipients of these Core Team FPHS funds are required to participate in the associated Core Team for each investment. Recipients may spend these funds towards staffing time necessary to participate and on FPHS-qualifying activities for the specific sub-topic area(s) attached to its associated investment. Each Core Team FPHS investment is distinctive from all other Core Team FPHS investments.

Core Teams exist outside the FPHS structure, in partnership between LHJs and WA DOH, with one co-lead from each. Model programs developed through Core Team work will be made available to all Washington public health agencies.

There are currently six EPH Core Teams. They are listed below, with their sub-topic area(s), as applicable.

- System-Wide Data Management Improvement
- Climate-Change Response
- Lead Exposure
- Water System Capacity
- Homelessness Response
- Safe & Healthy Communities

Clallam is receiving funds to participate in these EPH Core Teams:

12. EPH Core Team – Climate-Change Response

This Core Team will address environmental health concerns related to climate and the effects of climate change.

- Model program development will start with Wildfire Smoke and Harmful Algal Blooms, and may include other priorities and topics.

13. EPH Core Team – Lead Exposure

This Core Team will work to ensure all children in Washington state with elevated blood lead get appropriate case management services, and to incorporate testing promotion and lead exposure prevention activities at a local level.

14. EPH Core Team – Water System Capacity

The goal of this Core Team is to increase LHJ capacity for water resource management and planning.

- Use BARS expenditure code: 562.43 or 53.

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

DOH Program Name or Title: Recreational Shellfish Activities -
Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision Revision # (for this SOW) 1

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source ☐ Federal <Select One> ☒ State ☐ Other	Federal Compliance (check if applicable) ☐ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
---	---	---

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funds for shellfish harvesting safety.

Revision Purpose: The purpose of this revision is to add funds for biotoxin monitoring.

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
REC. SHELLFISH/BIOTOXIN	26402600	N/A	334.04.93	07/01/23	12/31/24	10,000	3,500	13,500
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						10,000	3,500	13,500

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Biotoxin Monitoring - Collect monitoring samples on schedule according to Department of Health (DOH) Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected. - Conduct emergency biotoxin sampling when needed. - Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. - Issue biotoxin news releases during biotoxin closures in Clallam County. - This task may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.	Submit annual report on DOH approved format of activities for the year, including the number of sites monitored and samples collected, and number and names of beaches posted with signs.	Email Report to DOH by February 15, 2024 (See Special Instructions below.)	~~\$9,600~~ \$13,100

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Outreach • Staff educational booths at local events. • Distribute safe shellfish harvesting information.	Submit annual report including the number of events staffed and amount of educational materials distributed.	Email Report to DOH by February 15, 2024 (See Special Instructions below.)	\$400

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

Program Specific Requirements

Program Manual, Handbook, Policy References:
Department of Health's Biotxin Monitoring Plan

Special References (i.e., RCWs, WACs, etc.):

Chapter 246-280 WAC

<https://doh.wa.gov/community-and-environment/shellfish/recreational-shellfish>

<https://doh.wa.gov/about-us/programs-and-services/environmental-public-health/environmental-health-and-safety/about-shellfish-program/about-biotoxins-and-illness-prevention-program>

Special Instructions:

Report for work performed in 2023 must be submitted via email to Liz Maier (liz.maier@doh.wa.gov) by February 15, 2024.

The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.



10
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: July 15, 2024**

REGULAR AGENDA ☒ **Meeting Date: July 23, 2024**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract# 11322-24-DOCCHG | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State legislature has allocated new State Fiscal Year 2025 funds in the recent supplemental session for county governments to address homelessness. This supplemental funding will be for local Document Recording Fee (DRF) support and additional Consolidated Homelessness Grant (CHG) funds. The State legislature mandates that these supplemental awards must go to county governments. As Clallam County is not the CHG holder for Clallam County, Commerce is requiring that Health & Human Services (HHS) contract with Serenity House for the CHG portion of these funds.

This contract is for a total allotted supplemental funding in the amount of \$627,924.00 to be distributed as follows:

Local DRF Support - \$251,953.00

This funding can be used to maintain programs and investments which are primarily funded through the document recording fee.

Additional CHG funds (Serenity House) - \$375,971.00

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

Funds in the 2024 budget. Budget hearing to be held July 30, 2024

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

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

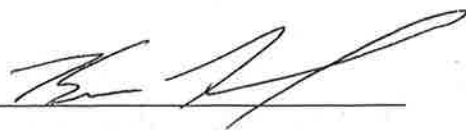
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Document Recording Fee Support AIS Document Recording & CHG

Revised: 4-10-2019

County Official signature & print name:

Kevin LoPiccolo



Names of Relevant Departments/Employees/Stakeholders attending meeting:
LoPiccolo & Christine Dunn

Kevin

Date submitted: July 10, 2024

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

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

Document Recording Fee Support AIS Document Recording & CHG

Revised: 4-10-2019



Interagency Agreement with

Clallam County

through

Housing Division

Homelessness Assistance Unit

For

**SFY 2025 Supplemental Consolidated Homeless Grant and Local
Document Recording Fees Support**

Dated: July 1, 2024

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Face Sheet

Contract Number: 24-46108-202

**Housing Division
Homelessness Assistance Unit (HAU)
SFY 2025 Supplemental Consolidated Homeless Grant and Local Document Recording Fee Funds**

1. Contractor Clallam County Health and Human Services Department 111 E 3 rd St. Port Angeles, WA 98362		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Kevin LoPiccolo, Director kevin.lopiccolo@clallamcountywa.gov 360-417-2523		4. COMMERCE Representative Tia Stoner tia.stoner@commerce.wa.gov 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$627,924	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2024	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # 0000200-00	12. UBI # 054-004-559
13. UEI # N/A			
14. Contract Purpose Local Document Recording Fees Support funds are for maintaining program and investments under local homeless housing plans and affordable housing under RCW 36.22.178. Clallam County with pass through state fiscal year 2025 Supplemental Consolidated Homeless Grant funding to Serenity House of Clallam County.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR Mike French, Clallam County Commissioner Chair Date  Approved as to Form		FOR COMMERCE Corina Grigoras, Assistant Director Housing Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT 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 Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Attachment A - Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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 Contractor.

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Contract performed by subcontractors and the portion of Contract 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.

6. 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.

7. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in Attachment A - Scope of Work.

8. FRAUD AND OTHER LOSS REPORTING

Contractor 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.

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, 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. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

8. GOVERNING LAW AND VENUE

This Contract 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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

- A. Local Document Recording Fees (DRF) Support funds are for maintaining programs and investments under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
- B. Contractor will pass through Consolidated Homeless Grant funds to Serenity House of Clallam County to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. Contractor may retain up to 10% of contract award for administrative activities.

Attachment B: Budget

State Fiscal Year (SFY) 2025: July 1, 2024 – June 30, 2025

Clallam County funds	
SFY 25 Supplemental Consolidated Homeless Grant admin funds for Clallam County	\$37,597
SFY 25 Local Document Recording Fees	\$251,953
Pass through funds to Serenity House	
SFY 25 Supplemental Consolidated Homeless Grant funds to be passed through to Serenity House	\$338,374
Total	
	\$627,924



11
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** July 15, 2024

REGULAR AGENDA ☒ **Meeting Date:** July 23, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract# 11322-24-SHCHG | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State legislature has allocated new State Fiscal Year 2025 funds in the recent supplemental session for county governments to address homelessness. This supplemental funding will be for local Document Recording Fee (DRF) support and additional Consolidated Homelessness Grant (CHG) funds. The State legislature mandates that these supplemental awards must go to county governments. As Clallam County is not the CHG holder for Clallam County, Commerce is requiring that Health & Human Services (HHS) contract with Serenity House for the CHG portion of these funds.

This contract with Serenity House is for a total allotted CHG supplemental funding in the amount of \$375,971.00.

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

Funds in the 2024 budget. Budget hearing to be held July 30, 2024

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

County Official signature & print name: Kevin LoPiccolo

Names of Relevant Departments/Employees/Stakeholders attending meeting: Kevin LoPiccolo & Christine Dunn

* Work Session Meeting - Submit 1 single sided/not stapled copy SH AISDocument Recording & CHG Supplemental Funding
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 4-10-2019

Date submitted: July 10, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy SH AISDocument Recording & CHG Supplemental Funding
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 4-10-2019

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



PERSONAL SERVICES AGREEMENT

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

Name: Serenity House of Clallam County

Address: 2203 W. 18th Street
Port Angeles, WA 98363

Phone No: 360-452-9866

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) -

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

The term of this Agreement shall commence on the 1st day of July 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of July 2024.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Sharon E. Maggard
Serenity House of Clallam County

Mike French, Chair

Print name: Sharon E. Maggard

Title: Executive Director

Date: 7-10-2024, 2024

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

Washington State legislature has allocated new State Fiscal Year 2025 funds in the recent supplemental session for county governments to address homelessness. This supplemental funding will include additional Consolidated Homelessness Grant (CHG) funds. The State legislature mandates that these supplemental awards must go to county governments. As Clallam County is not the CHG holder for Clallam County, it is a requirement of WA Commerce that Health & Human Services (HHS) contract with Serenity House for these pass through supplemental CHG funds.

Grantee shall commit to operating a high-performing crisis response system in their county by:

- Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
- Employing a progressive engagement service model.
- Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
- Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.

Grantee shall submit monthly billing on time with any appropriate back-up data to Clallam County Health & Human Services.

Grantee shall comply with all requirements, policies, and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.

BUDGET/FEE SCHEDULE

State Fiscal Year 2025: July 1, 2024 – June 30, 2025

Pass through funds to Serenity House	
Supplemental Consolidated Homeless Grant funds to be passed through to Serenity House	\$338,374.00
Total	\$338,374.00

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of three hundred thirty-eight thousand three hundred seventy-four DOLLARS (\$338,374.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
- (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
- (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kevin LoPiccolo
Title: Director
Address: 111 E. 3rd Street, Port Angeles, WA 98362
Telephone: 360-417-2523
E-mail: kevin.lopiccolo@clallamcountywa.gov
Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.

☒ Other (specify): Reporting to WA Commerce and consistent with requirements of Consolidated Homeless Grant

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate

☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:** Statutory amount

- ☐ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☒ **BUSINESS AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. **Liquidated Damages.** For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- ☐ 4. **Other (specify):** _____

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JUL 15 2024



AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney/Coroner's Office

WORK SESSION ☒ Meeting Date: 07/15/2024

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Prosecuting Attorney/Coroner is requesting that the Clallam County Board of County Commissioners formally adopt the below displayed Coroner's Office insignia to be displayed on the recently acquired Coroner's Office vehicle. Legislative adoption of this insignia is required under state law, as will be discussed during work session.



In addition, given that Coroner callouts occur 24/7/365 on a county-wide basis, the Prosecutor/Coroner is also requesting that County Policy 450, "Vehicle Use," – Appendix A (the full text of which appears below) be amended to reflect that Coroner's Office employees can be assigned use of the Coroner's Office vehicle.

* 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)

"APPENDIX A The following classifications and/or employees are authorized by the Board of Commissioners to be assigned County vehicles:

- a. The sheriff and all fully-commissioned, general law enforcement authority, deputy sheriffs employed as regular, full-time employees.**
- b. District road supervisors.**
- c. County Assessor.**

In addition to volunteers authorized to operate County vehicles pursuant to the procedures detailed in section 4.5 of this policy, the following classifications of volunteers are authorized by the Board of Clallam County Commissioners, to operate County vehicles on official business if they comply with all requirements of this policy:

- a. Sheriff's reserves/posse members.**
- b. Search and rescue, and registered Emergency Services volunteers.**

Employees of other law enforcement agencies when working jointly with the Sheriff's Department as directed by the Sheriff are authorized to be assigned, and/or operate County vehicles."

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?)

County Official signature & print name: Mark Nichols Mark Nichols

Name of Employee/Stakeholder attending meeting: Mark Nichols

Relevant Departments: Prosecuting Attorney/Coroner's Office, Board of County Commissioners, County Administrator, Human Resources/Risk Management, Roads Equipment Rental & Revolving (ER&R)

Date submitted: 07/10/2024

* 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)



13
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 07/15/2024**

REGULAR AGENDA ☒ **Meeting Date: 07/23/2024**

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.24.005 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renew Interlocal Agreement between San Juan County and Clallam County Juvenile & Family Services for detention holds and services.

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

Resulting revenue has been included in the budget.

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

Review and approve.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Jody Jacobsen, Jeff Gowdy

Relevant Departments: _____

Date submitted: 07/10/2024

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

INTERLOCAL AGREEMENT FOR USE OF CLALLAM COUNTY JUVENILE CORRECTION FACILITIES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF CLALLAM**, a political subdivision of the State of Washington (hereinafter "CLALLAM"), and the **COUNTY OF SAN JUAN**, a political subdivision of the State of Washington (hereinafter "SAN JUAN") pursuant to the provisions of RCW 39.34, Washington's Interlocal Cooperation Act.

1. Purpose: The purpose of this agreement is to memorialize the terms and conditions under which CLALLAM will provide juvenile offender confinement services to SAN JUAN.
2. Definition of Juvenile Offenders from SAN JUAN: The phrase "Juvenile Offender from SAN JUAN" as used in this Agreement shall mean a child under the age of eighteen (18) and over the age of twelve (12) arrested by law enforcement and/or Juvenile Division Staff on behalf of SAN JUAN, and held and confined in the Juvenile Corrections Facility pursuant to the violation of a State or Federal law which designates the crime for the person is held to be a misdemeanor, gross misdemeanor, or felony.
3. The Availability of Juvenile Detention Facilities: CLALLAM agrees to furnish its facilities and personnel for the confinement of juvenile offenders from SAN JUAN in the same manner and to the same extent as CLALLAM furnishes said services for the confinement of its own juveniles. CLALLAM Juvenile Correction Facilities shall be made available and furnished for juvenile offenders from SAN JUAN held upon arrest, awaiting trial, and serving imposed detention terms. When detention is at maximum capacity, housing of juvenile offenders from SAN JUAN shall be at the discretion of the Director of Juvenile Services for CLALLAM or a designee.
4. Juvenile Detention Daily Fee: SAN JUAN agrees to pay CLALLAM a daily fee for the housing of juveniles while in detention at a rate of \$172.00 per day per juvenile. 10% indirect rate is included in the daily fee. The day shall begin at time of admission and be calculated on 24-hour intervals until final discharge. There shall be no pro-rating for partial days.
5. Medical/Mental Health/Substance Use Disorder and/or Other Health Care Expenses: During the time and while a person is a juvenile offender from SAN JUAN, SAN JUAN shall be responsible for all necessary medical, dental, mental health, substance use disorder and or other health related expenses incurred by or on behalf of the juvenile offender. SAN JUAN agrees to pay CLALLAM a flat rate of \$100.00 per day per juvenile for additional court-ordered mental health and substance use disorder services. If, in the judgment of the Director or a designee, needed health care cannot be provided except outside of the Clallam County Juvenile Corrections Facility, then costs and charges associated with said outside health care shall be borne by SAN JUAN including all additional costs associated with guarding the juvenile offender outside of the CLALLAM Juvenile Corrections Facility. SAN JUAN authorizes the Director or a designee to solicit such health care for the juvenile offender. If such services are necessary before admission to the Juvenile Corrections Facility can occur, then SAN JUAN agrees to transport said juvenile offender for the receipt of such care.
6. Method and Time of Payment of Fee: Amounts due under the terms of this Agreement shall be due and payable within thirty (30) days for and after receipt of an itemized invoice. CLALLAM agrees to bill monthly for all sums.
7. Financing: SAN JUAN agrees to maintain a budget sufficient to cover any and all expenditures required under this agreement. SAN JUAN further agrees to provide CLALLAM with thirty (30) days advance written notice in the event that funding for this agreement becomes unavailable.

8. Transportation: SAN JUAN shall be responsible for transportation of all its juvenile offenders to the Juvenile Corrections Facility for initial intake, to and from appointments as necessary, and upon final release. Transportation of juvenile detainees to and from the William Fairchild International Airport shall be provided by CLALLAM. Transportation shall be provided in the same manner as would be for a detainee under the jurisdiction of CLALLAM County Juvenile Department.
9. Copy of Arrest Warrant, Citation, or Probable Cause: SAN JUAN law enforcement and/or Juvenile Division Staff placing criminally charged juveniles in the Juvenile Corrections Facility shall, in every instance, furnish an arrest warrant or a copy of the citation or probable cause to the Corrections Officer on duty at the time.
10. Transfer of Custody: SAN JUAN law enforcement and/or Juvenile Division Staff placing arrested juveniles in shall be required to remain in the immediate presence of the juvenile offender and shall be considered to have such person in their sole custody until the Corrections Officer receives the completed authorization for confinement form from the SAN JUAN officer and audibly states that the juvenile is secured and at such time, and only then, will CLALLAM come into custody of the juvenile; provided provision for emergency situations shall be established by uniform CLALLAM administrative regulations.

When custody of a juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the Juvenile Corrections Facility, including any emergency security rules imposed by the Director or a designee. Any SAN JUAN law enforcement and/or Juvenile Division Staff delivering a juvenile offender to the Juvenile Corrections Facility shall comply with all rules and regulations of CLALLAM.

When a juvenile offender from SAN JUAN is released to SAN JUAN law enforcement and/or Juvenile Division Staff pursuant to paragraphs 14(a), (b), (c), or (e), or is released to SAN JUAN law enforcement and/or Juvenile Division Staff for any other reason, custody of said juvenile offender shall revert to SAN JUAN until such time as the juvenile is returned to the Juvenile Corrections Facility and a Corrections Officer audibly states that the juvenile offender is again in CLALLAM'S custody.

11. Record Keeping: CLALLAM agrees to maintain a system of record keeping relative to the intake and confinement of each juvenile offender from SAN JUAN in such style and manner as equivalent to CLALLAM'S records pertaining to its own juveniles. CLALLAM shall make available, upon request, to SAN JUAN or its authorized representatives, copies of said record. Upon disposition of the SAN JUAN County case, SAN JUAN agrees to timely report the disposition of such case to the Juvenile Corrections Facility in order to facilitate the maintenance of up-to-date criminal disposition records.
12. Posting of Bail: CLALLAM agrees to act as agent for SAN JUAN in the receipt of bail posted pertaining to juvenile offenders from SAN JUAN. During normal working hours, CLALLAM agrees to diligently and timely deliver or hand over said bail bonds or monies to SAN JUAN; provided that, bail bonds or monies received by CLALLAM during other than normal working hours shall be delivered to SAN JUAN during the business hours immediately subsequent thereto.
13. Access to Juveniles: SAN JUAN law enforcement and/or Juvenile Division Staff shall have the right to interview juvenile offenders at any time inside the confines of the Juvenile Corrections Facility, subject only to necessary security rules. Interview rooms will be made available to SAN JUAN law enforcement and/or Juvenile Division Staff in equal priority with those of any other law enforcement departments.
14. Release of SAN JUAN County Juvenile Offender from Detention: No juvenile offender from SAN JUAN confined in detention shall be released therefrom, except:

- a) when requested by SAN JUAN law enforcement and/or Juvenile Division Staff;
- b) by order of the District Court, Superior Court, or Juvenile Division in those matters in which said courts have jurisdiction;
- c) for appearance in the court in which the juvenile offender is charged;
- d) in compliance with a writ of habeas corpus;
- e) for interviews by the SAN JUAN County or U.S. Attorney, or members of SAN JUAN law enforcement;
- f) if the juvenile has served their sentence or the charge pending against said juvenile has been dismissed, or bail or other recognizance has been posted as required by court;
- g) the juvenile offender does not meet detention criteria as outlined in RCW 13.40.038, 13.40.040, and 13.40.050 and standard detention criteria.

15. Defense, Indemnity, Hold Harmless: CLALLAM assumes full responsibility for the health, safety, and safekeeping of all Juvenile Offenders from SAN JUAN following their transfer into the custody of CLALLAM. CLALLAM shall defend, indemnify, and hold harmless SAN JUAN and its elected officials, officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of CLALLAM, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action or suit is brought against SAN JUAN, CLALLAM shall defend the same at its sole cost and expense; provided, that, SAN JUAN retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against SAN JUAN, and its officers, agents, and employees, or any of them, or jointly against SAN JUAN and CLALLAM and their respective officers, agents, and employees, or any of them, CLALLAM shall satisfy the same.

SAN JUAN shall defend, indemnify, and hold harmless CLALLAM and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of SAN JUAN, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action, or suit is brought against CLALLAM, SAN JUAN shall defend the same at its sole cost and expense; provided that CLALLAM retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against CLALLAM, its officers, agents, and employees, or any of them, or jointly against CLALLAM and SAN JUAN and their respective officers, agents, and employees, or any of them, SAN JUAN shall satisfy the same.

In executing this Agreement, CLALLAM does not assume liability or responsibility for or in any way release SAN JUAN from any liability or responsibility, which arises in whole or in part from the existence or effect of any SAN JUAN ordinance, rule, or regulation. If any cause, claim, suit, action or administrative proceeding related to this agreement is commenced against CLALLAM in which the enforceability and/or validity of a SAN JUAN ordinance, rule, or regulation is at issue, SAN JUAN shall defend the same at its sole expense and if judgment is entered or damages are awarded against CLALLAM, SAN JUAN shall satisfy the same, including all chargeable costs and attorney's fees.

16. Detention Rules and Regulations: At the time that the custody of the juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the CLALLAM County Juvenile Corrections Facility.

17. Property: The parties will neither acquire nor hold real or personal property pursuant to this agreement. Thus, there will not be a need to dispose of any property in the event this agreement is terminated.
18. Duration of Agreement: This agreement shall be effective beginning August 1, 2024 and expire on July 31, 2026.
19. Termination: Either party may terminate this Agreement with a minimum of thirty (30) days written notice. In the event of termination, SAN JUAN will be liable for costs incurred up to and including the effective date of termination.
20. Designated Administrators: CLALLAM'S Juvenile Services Director, in consultation with SAN JUAN'S Juvenile Services Director shall administer this Agreement pursuant to RCW 39.34.030 (4)(a).
21. Entire Agreement and Amendments: This Agreement contains the entire agreement of the parties and may be modified only by mutual written agreement of the parties hereto.

SAN JUAN COUNTY JUVENILE COURT SERVICES:

Linnea C. Anderson, Director County Manager

APPROVED AS TO FORM:

San Juan County Sheriff

Prosecuting Attorney

CLALLAM COUNTY COMMISSIONERS:

Mike French , Chair

ATTEST:

Loni Gores, Clerk of the Board

CLALLAM COUNTY JUVENILE SERVICES:

Jody L.E. Jacobsen, Director

APPROVED AS TO FORM:



Deputy Prosecuting Attorney



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JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date:** 07/15/2024

REGULAR AGENDA ☒ **Meeting Date:** 07/23/2024

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU 851.24.003 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Agreement between the Washington State Criminal Justice Training Commission (WA-CJTC) and Juvenile & Family Services to help correctional agencies in establishing an officer wellness program.

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

Budget change would be necessary, expenditure for services and or goods

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

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Jody Jacobsen and Jeff Gowdy +

Relevant Departments: _____ Kimberly Burns

Date submitted: 07/10/2024

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA25-012	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: Clallam County Juvenile Corrections		Contractor Address: 1912 W. 18 th St., Port Angeles, WA 98362	
Contact: Jody Jacobsen			
Contact Telephone: 360-565-2639		Contact E-Mail Jody.jacobsen@clallamcountywa.gov	
Statewide Vendor Number: (SWV): Click here to apply or provide number below: 0000200-36			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date July 1, 2024	Contract End Date June 30, 2025	Contract Maximum Amount \$11,120	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel		Clallam County Juvenile Corrections	
Manager	Date	Contractor Business Name	
Brian Elliott			
Department Manager	Date	Date	
Monica Alexander			
Executive Director	Date	Contractor signature	
Holly White			
WSCJTC Contract Specialist	Date	Print Name & Title Mike French, Clallam County Commissioner Mike.french@clallamcountywa.gov	


Approved as to Form
Deputy Prosecutor

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOME REPORTING AND BILLING TIMELINES

- 1. Outcome Report**
- 2. Invoice (A-19 and backup documentation – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2024 (July, August, & September)
2. January 15, 2025 (October, November, & December)
3. April 15, 2025 (January, February, & March)
4. July 10, 2025, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT: (See allocation amounts on last page)

1. From Corrections Fatigue to Fulfillment Training– Document dates of attendance, number who attended.
2. Improving the Well-Being – Overcoming Traumatic Stress Training- dates attended and number who attended.
3. The Supportive Correctional Supervisor – Document date of attendance and who attended.
4. Correctional Family Wellness – Document date and number attended.
5. Officer Appreciation Events – document dates, topics and number attended.
6. Complete Officer Wellness Survey for services provided and ideas for new services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor’s proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board’s determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

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

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

Total Allocation		\$11,120
	From Corrections Fatigue to Fulfillment (CF2F)	\$3,190
	Improving the well-being-Overcoming Traumatic Stress	\$3,190
	Correctional Family Wellness	\$1,495
	Supportive Correctional Supervisor	\$1,495
	Officer Wellness Events	\$1,750



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AGENDA ITEM SUMMARY

JUL 15 2024

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 07/15/2024**

REGULAR AGENDA ☒ **Meeting Date: 07/23/2024**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-24-012 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Local Agency Agmt & Project Prospectus |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a Local Agency Agreement & Project Prospectus with WSDOT for the Old Olympic Highway Resurfacing Project. The portion of Old Olympic Hwy for this funding is located between Spring/Matson Rds. & N. Barr/Gunn Rds. This agreement will obligate construction funding of \$900,000 with no match required.

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

This item is budgeted as a part of the Six-Year Transportation Improvement Plan & Annual Construction Program.

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

We recommend that the Commissioners authorize the Chair to sign the Local Agency Agreement and Project Prospectus to obligate the funding for this project.

County Official signature & print name:

Mary Peterson for Joe Donisi
Mary Peterson

Name of Employee/Stakeholder attending meeting: Joe Donisi, Titan Berson

Relevant Departments: Road Department

Date submitted: 07/05/2024

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

2024 Agenda IS Old Oly Resurfacing LAA & Prospectus

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

Revised: 3-04-2019



**Washington State
Department of Transportation**

101-24-012

Local Agency Agreement

Agency Clallam County Public Works

Address 224 East Fourth Street Port Angeles, WA 98362

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

Project No.

Agreement No.

For WSDOT Use Only

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

Project Description

Name Old Olympic Highway Resurfacing

Length .85 miles

Termini From Matson Rd/Spring Rd Intersection to Gunn Rd/N Barr Rd Intersection

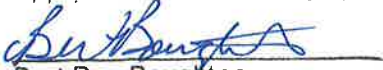
Description of Work

"Mill and Fill" 3" of HMA on the current roadway surface, excluding the shoulders, followed by a 2" lift of HMA over the entire road prism. This will also involve adding stop bars, turn arrows, and new striping along the road surface.

Approved as to form only by:

Project Agreement End Date 10/31/2027

Proposed Advertisement Date 8/16/2024


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE				
0	%			
	a. Agency			
	b. Other			
Federal Aid				
Participation	c. Other			
Ratio for PE	d. State Services			
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way				
0	%			
	f. Agency			
	g. Other			
Federal Aid				
Participation	h. Other			
Ratio for RW	i. State Services			
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction				
100	%			
	k. Contract	833,844.00	0.00	833,844.00
	l. Other			
	m. Other			
Federal Aid				
Participation	n. Other			
Ratio for CN	o. Agency	56,156.00		56,156.00
	p. State Services	10,000.00		10,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	900,000.00	0.00	900,000.00
	r. Total Project Cost Estimate (e+j+q)	900,000.00	0.00	900,000.00

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

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

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

promptly to the State.

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

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

Additional Provisions

Instructions

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

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

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor.

Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

4. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

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

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

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

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

d. Total Project Cost Estimate

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

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

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



Local Agency Federal Aid
Project Prospectus

Prefix		Route ()		Date	6/26/24
Federal Aid Project Number				DUNS Number	075739235
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001298
Agency Clallam County	CA Agency ☒ Yes ☐ No	Federal Program Title ☐ 20.205 ☐ Other			
Project Title Old Olympic Highway Resurfacing		Start Latitude N48 06' 19"		Start Longitude W 123 14' 55"	
		End Latitude N48 06' 18"		End Longitude W 123 13' 49"	
Project Termini From-To Matson Rd/ Spring Rd N Barr Rd/ Gunn Rd		Nearest City Name Port Angeles, WA		Project Zip Code (+4) 98362-8490	
Begin Mile Post 2.75	End Mile Post 3.60	Length of Project .85 miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 05	County Name Clallam
WSDOT Region Olympic Region ☒		Legislative District(s) District 24		Congressional District(s) District 6	
				Urban Area Number	
Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year	
P.E.	\$0	\$0	\$0	N/A	
R/W	\$0	\$0	\$0	N/A	
Const.	\$900,000	\$0	\$900,000	September, 2024	
Total	\$900,000	\$0	\$900,000		
Description of Existing Facility (Existing Design and Present Condition)					
Roadway Width 40 Feet			Number of Lanes 2		
Old Olympic Highway width stays around 40 feet continuously.					
Description of Proposed Work					
Description of Proposed Work (Attach additional sheet(s) if necessary) "Mill and Fill" 3" of HMA on the current roadway surface, excluding the shoulders, followed by a 2" lift of HMA over the entire road prism. This will also involve adding stop bars, turn arrows, and new striping along the road surface.					
Local Agency Contact Person Titan Berson		Title Engineer 1		Phone 360-417-2373	
Mailing Address 223 East Fourth Street		City Port Angeles		State WA	Zip Code 98362
Project Prospectus	By <u>Joe Donisi</u> 6-26-24 Approving Authority				
	Title County Engineer				Date

Agency Clallam County	Project Title Old Olympic Highway Resurfacing	Date
--------------------------	--	------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 40 ft	Number of Lanes 2
☐ New Construction	☐ Path / Trail	☐ 3-R		
☐ Reconstruction	☐ Pedestrian / Facilities	☒ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☐ Urban	☐ Urban
	☒ Rural	☒ Rural
	☐ NHS	☐ NHS
	☒ Collector	☐ Collector
	☒ Major Collector	☐ Major Collector
	☐ Minor Collector	☒ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	50 mph	35 mph
Design Speed	50 mph	35 mph
Existing ADT	7000	500
Design Year ADT	7000	500
Design Year	2024	2024
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Clallam County	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor (to be determined later)	Contract 100 %	Agency 0 %

Environmental Classification

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

Environmental Considerations

N/A

Agency Clallam County	Project Title Old Olympic Highway Resurfacing	Date
--------------------------	--	------

Right of Way

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

Utilities

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

Railroad

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

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

N/A

FAA Involvement

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

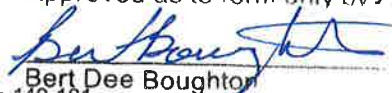
Remarks

Sequim Valley Airport is

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

Agency Clallam County Public Works

Date Approved as to form only by



Mayor/Chairperson



16
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 07/15/2024**

REGULAR AGENDA ☒ **Meeting Date: 07/23/2024**

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 Call for Bids |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a Notice of Invitation to Bid on the S. Airport Road Repaving Project. Work will include the base construction, inlay and overlay between milepost 0.00 and milepost 0.682 of S. Airport Road and its intersection with W. Edgewood Drive.

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

This project is budgeted as part of the Six-Year TIP and 2024 Annual Construction Program.

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

We recommend that the Commissioners review, approve and authorize the Chair to sign the Notice of Invitation to Bid.

County Official signature & print name: Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 07/10/2024

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

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **August 13, 2024**, at which time they will be publicly opened and read aloud for:

The improvement of S. Airport Road (milepost 0.00 to milepost 0.682) and its intersection with Edgewood Drive, including overlay, inlay, base reconstruction, and other related work.

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St., Ste. 6, Port Angeles, WA 98362, (360) 417-2319. Questions regarding this project may be directed to Jesse Goodman at (360) 417-2530.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – S. AIRPORT ROAD RESURFACING PROJECT, C1262**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

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

Clallam County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

Please Publish: Peninsula Daily News/Seattle Daily Journal -
Please Bill: Clallam County Public Works

7/26, 8/2 & 8/9



17

AGENDA ITEM SUMMARY

JUL 15 2024

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

Department: DCD

WORK SESSION ☒ **Meeting Date: July 15, 2024**

REGULAR AGENDA ☒ **Meeting Date: July 23, 2024**

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 Final Plat extension |

Documents exempt from public disclosure attached: ☐

Executive summary:

LDV2019-00016 was approved on September 11, 2019 for the division of two existing parcels into four lots within the Rural Low (R5) zone. Expiration of land divisions per Clallam County Code reflects the requirements of RCW 58.17.140(3), which establishes 5 years to complete a land division. The applicant has requested a one-year extension of their land division, which will expire on September 11, 2024. In accordance with CCC 29.19.300 the Board of Commissioners may approve a one-time 12 month extension if improvements of at least 50% of the cost of all required improvements have been installed. A letter from Tracy Gudel, Engineer, has provided a letter stating that 55% of the improvements have been installed.

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 Extension of LDV2019-00016. The new expiration date shall be September 11, 2025

County Official signature & print name:

Bruce W. Emery, Bruce Emery

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

Relevant Departments: DCD

Date submitted: 7-10-2024

- * 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 extension
Revised: 3-04-2019

Emily and Jaxon Ernst
4415 Blue Mountain Road
Port Angeles, WA 98362
(360)685-3552
teamernst00@gmail.com

July 9, 2024

Clallam County Planning Department
RE: Land Division Extension Request
223 E 4th Street
Port Angeles, WA 98362

Dear Clallam County Planning Department and Board of Commissioners,

We are requesting an extension for our land division #LDV2019-00016. We have worked with Tracy Gudgel at Zenovic & Associates Engineering and he has prepared the attached letter regarding the progress we have made with our project.

We were not sure if it is pertinent to include reasons as to why we have not yet completed our land division. We aim to not blame our situation on something or someone else. We are responsible for our current situation. We have had to make some tough choices along the way and we had to care for our family.

As Jaxon was on the roof of the ADU that we were building for Emily's mother who moved from Idaho after being hospitalized, a local sheriff arrived to notify us our 14 year old daughter had been hit on Hwy 101 trying to cross on her bike. She miraculously came away from the accident with injuries that were much less severe than they should have been but her accident was the beginning of two years of doctor visits and continual worry.

The land division project was sidelined so that we could care for our family and finish the home we had started for Emily's mom, who was living in a camper at the time.

We were also the primary caretakers for Jaxon's mom. She battled colon cancer for five years and she passed last August. She stayed in her home and we helped make that happen.

Our life is more stable and our family is doing well. Please consider extending our land division project. We are very close to finishing this land division project; we truly have only a little left. If granted, it would be greatly appreciated. We thank you for considering this extension.

Best Regards,


Emily and Jaxon Ernst

July 3, 2024

Clallam County Department of Community Development
223 East Fourth Street
Port Angeles, WA 98362

SUBJECT: Ernst Short Plat – LDV2019-00016, Clallam County, Washington

Dear Ms. Clark:

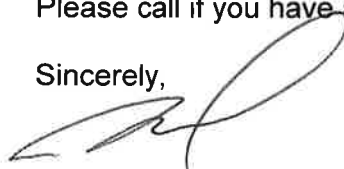
This office has reviewed the conditions of approval for the proposed short plat for Ernst along Blue Mountain Road. This office also performed an inspection of the site to determine the actual amount of improvements that had been completed at this time.

Based on the conditions and inspection this office developed an engineer's estimate to determine overall development costs. The total cost for improvements was determined to be approximately \$78,000. The improvements completed to date total approximately \$43,000. Based on this the total improvements completed to date is 55 percent.

This office certifies that over 50 percent of the required improvements have been installed to date for the proposed Ernst Short Plat LDV2019-00016.

Please call if you have any questions regarding this matter.

Sincerely,



Tracy Gudgel, P.E.

Fc: 24169



PRELIMINARY SHORT PLAT
APPLICATION No. LDV 2019-00016
Ernst

September 11, 2019

Prepared by the Clallam County Department of Community Development
223 East Fourth Street, Port Angeles (360) 417-2420

Applicant: Jaxon and Emily Ernst
4415 Blue Mountain Road
Port Angeles, WA 98362

Summary of Proposal: The applicant is proposing the division of two existing parcels into four lots within the Rural Low (R5) zone. Three lots will be on the east side of Blue Mountain Road and will be accessed by a private road to be constructed, and one lot will be on the west side of the County road and will access directly onto the road. The lots will vary in size, two being 3 acres, and the other two being 2 acres and 7 acres. Water will be provided by individual and shared wells and sewage will be handled by individual septic systems.

Summary of Decision:

Based on the Exhibits in the Record, and the Findings of Fact and Conclusions of Law contained in this report, the aforementioned application has been **APPROVED** and is subject to improvements and final plat requirements as specified under CCC 29.20 as applicable, and the following conditions for final approval.

Conditions of Approval:

1. The complete case number and existing parcel number must appear at the top right corner of the final plat as follows:

SHORT PLAT NO. LDV2019-00016
Parcel Number: 052901-330000 and 052901-330250
2. The final plat map shall be in substantial conformance with the preliminary site plan, dated June 4, 2019, as modified through the following conditions. The applicant shall comply with the requirements for final plat approval of CCC 29.20.
3. Prior to final plat approval, the applicant shall provide a water availability application to the Environmental Health Division for review and approval. This shall include a well report, well log, nitrate and bacterial test from the demonstration well and any shared well agreement that is needed. The two wells must not be intertied for the flow test.
4. The second well serving the house shall be disconnected and written or photo verification that the house is disconnected from one well shall be provided to Environmental Health prior to final plat approval

5. The location of existing and proposed wells shall be shown on the final plat map. The 100 foot radius of any proposed well must be contained within the plat boundaries.
6. A note shall be added to the final plat that states the water source as being an individual well or wells and that septic provides sewage disposal.
7. A Mitigation Certificate will be required to be obtained prior to final of the land division. An application for Mitigation Certificates will need to be submitted and the applicant will need to work with the Water Trust to complete payment. The Certificate will be recorded simultaneously with the final plat and need to be referenced on the final plat map.
8. A space for the recording number of the Mitigation Certificate will be needed on the final plat map.
9. A preliminary map showing the approximate location of the test holes of the existing septic system and the existing and proposed wells with 100 foot radius is needed to be provided to Environmental Health.
10. New as-built drainfield with location in relation to the proposed lot lines is required prior to final. Reserve area shall be designated on the new as-built.
11. A combined road approach is required to be submitted and approved by the County Road Department prior to final plat for the new road to be constructed. A plat note shall be added that states access to parcels C & D are limited to the combined approach.
12. The private road providing access to Lots C and D shall be constructed in accordance with CCC 29.30.200. This private road shall be constructed to a minimum 12 foot graveled surface within a 30 foot easement. The minimum depth of the road bed shall comply with subsection (2)(b) of CCC 29.30.200. The road shall dead-end in a cul-de-sac on the property within a 50 foot easement.
13. Will need 30 feet on each side of centerline of existing Blue Mtn Rd for right-of-way.
13. The stream and associated buffer shall be surveyed and shown on the final plat map in accordance with CCC 27.12.215(7) & Chapter 29.20.300(10) CCC.
14. Prior to final plat approval the stream and buffer shall be marked on the property in accordance with CCC 27.12.315(10). Field identification of boundaries shall consist of survey flags or equivalent markers composed of one-half (1/2) inch galvanized iron pipe or equivalent monument, at least eighteen (18) inches long, and daylight above the surface at least one inch. Field markers shall be spaced at a minimum of every fifty (50) feet, unless alternative placement or spacing is authorized by the Administrator. The location of field stakes must be shown on all site plans and final plats associated with the development proposal.
15. A plat note shall be added that states:

Lots within this land division may contain critical areas designated as a Type 5 stream pursuant to Chapter 27.12 CCC. Development within the jurisdiction of designated critical areas is subject to compliance with Chapter 27.12 CCC.

Consult the Clallam County Department of Community Development for further information.

16. The following language shall be clearly shown on the face of the final plat:

This land division was determined to be consistent with the maximum residential density of the underlying zone at the time of approval. Notwithstanding a change in zoning, residential density for property shown herein shall not be increased. Consult the Clallam County Planning Division for further information.

17. If a Home Owners Association is formed, the final plat shall include a statement which requires indefinite existence of the association and automatic membership in the association upon assumption of ownership of a lot within the short plat. The Association by-laws shall be submitted and approved by the Administrator prior to final approval. The by-laws required for this section shall be separate from any by-laws or private covenants established by the subdivider. Any private covenants or restrictions proposed by the subdivider shall not be included with any required by-laws set forth by Title 29 of the Clallam County Code.

18. The above requirements and/or decision are subject to change if proposed lot sizes or any other information provided by the applicant or their authorized representative proves inaccurate.

19. All required improvements shall be installed by the land divider after the County has granted preliminary approval and prior to final approval in accordance with the following procedures:

- For new public roads, work shall not begin until detailed plans, if applicable, have been approved by the agency of jurisdiction.
- For new public roads, work shall not begin until the agency of legal jurisdiction has been notified in writing in advance. If work has been discontinued for more than ten (10) days for any reason, it shall not be resumed until the agency of jurisdiction has been notified in writing. Required road and drainage improvements shall be constructed consistent with approved specifications and inspected by the Road Department. (See typical cross section.) The Road Department may allow changes in typical sections and details if unusual soil or geologic conditions discovered during construction warrant a change. Required community sewer and water systems shall be constructed pursuant to approved designs. Additionally, such improvements shall be inspected and approved by the governmental agency with jurisdiction.
- Underground utilities, sanitary sewers, and storm drains installed in the road right-of-way shall be constructed before surfacing of streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed so as to avoid disturbance of street improvements when service connections are made.

- A drawing showing required improvements as constructed shall be signed by the designer or installer, retained by the land divider and shall be submitted and filed with the Road Department upon completion of the improvements.
 - Lot Grading: Grading and filling of lots in a land division having an average slope of ten (10) percent or more shall be in compliance with the most recent edition of the Uniform Building Code adopted by Clallam County, and comply with the Chapter 27.12, CCC, and the Clallam County Drainage Manual, if applicable.
 - Minimum improvements required by this Title shall be installed at the expense of the land divider prior to final approval.
 - The County Roads Department shall inspect and approve all required construction prior to final approval.
20. Prior to inspection of the required improvements, the applicant shall submit to the County a completed Affidavit of Improvements and Improvement Inspection Request (forms provided).
 21. The applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final short plat approval.
 22. Current year property taxes (year in which the short plat is to receive final approval) and any delinquent assessments for which the property may be liable to be paid in full to the Clallam County Treasurer.
 23. Upon completion of all of the above requirements, the applicant shall submit the certificate of title and three (3) copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.
 24. All certification stamps and signatures shall be in permanent black ink.
 25. The Clallam County Auditor will only accept a final plat which shall consist of one or more pages, each 18 inches wide by 24 inches, clearly and legibly drawn on polyester base (mylar) film with a minimum thickness of three mil. All drawing and lettering on the final plat shall be in permanent black ink. The only acceptable alternative is photographically processed mylar film copies (photographically processed means fixed line silver based photopositive chemical process). The following processes are not acceptable: diazo (ammonia) process mylar, electrostatic mylar, wash off (wet erasable) mylar, sepia paper, pencil on mylar or tracing paper.
 26. The perimeter of the plat shall be depicted with heavier lines than appear elsewhere on the plat. The scale shall be 200 feet to one inch or such other appropriate scale approved in writing by the Administrator. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of at least 1/2 inch. All signatures shall be original signatures written in permanent black ink or an approved equivalent.

27. A final plat which meets all of the requirements of Title 29 and of this decision shall be submitted to the Administrator for processing and approval within five (5) years of the date of this preliminary land division approval. The final plat may be presented to the County at any time during the period of preliminary approval. The preliminary approval shall be null and void unless a final plat is approved and recorded during the original five-year approval period.

Exhibits:

In review of the subject application, Planning Division staff relied upon mapped information, applicable local and state policies and regulations, available records maintained by Clallam County, and the following specific exhibits determined relevant to the record:

1. Preliminary Land Division Application received by Clallam County on June 4, 2019.
2. Clallam County Critical Areas and Zoning Map excerpts showing property and vicinity.
3. Notice of Incomplete Application dated June 19, 2019.
4. Notice of Complete Application dated August 12, 2019.
5. Declaration of mailing dated August 27, 2019.
6. Declaration of posting dated August 27, 2019.
7. Clallam County Public Works Department comments dated August 12, 2019.
8. Clallam County Building Division comments dated August 13, 2019.
9. Environmental Health Division comments dated August 12, 2019.
10. Fire District #3 comments dated August 13, 2019.
11. DCD staff site visit notes dated August 21, 2019.

Findings of Fact:

Based on the Exhibits of the Record, available mapped information, applicable local and state policies and regulations, and available records maintained by Clallam County, The Administrator finds as follows:

1. *Proposal Description.* The applicant is proposing the division of two existing parcels into four lots within the Rural Low (R5) zone. Three lots will be on the east side of Blue Mountain Road and will be accessed by a private road to be constructed, and one lot will be on the west side of the County road and will access directly onto the road. The lots will vary in size, two being 3 acres, and the other two being 2 acres and 7 acres. Water will be provided by individual and shared wells and sewage will be handled by individual septic systems.
2. *Legal Description.* The northern property is described in a Statutory Warranty Deed AFN2018-1364133 and the southern property is described in a Statutory Warranty Deed AFN 2012-1274578. The properties are located in the SWSW of Section 1, Township 29 N, Range 5 W, W.M., Clallam County, Washington. The properties are referenced as parcel numbers 052901-330000 and 052901-330250.
3. *Site Description.* There are several outbuildings located on the northern property and a home and pond located on the southern property. The majority of both lots are forested, with clearing on the western third of each property. There is a stream within a ravine near the western property line.
4. *Criteria for Approval.* Pursuant to CCC 29.17.200, an application for preliminary short subdivision approval must demonstrate consistency with the following criteria set forth under CCC 29.10.100, which includes:

- The standards of the land division title (Title 29 CCC);
- The policies of the Comprehensive Plan (Title 31 CCC);
- The standards of the Zoning Code (Title 33 CCC);
- The standards and policies of the Shoreline Master Program (Title 35 CCC);
- The standards of the Floodplain Management Code (Chapter 32.01 CCC);
- The standards and policies of the Environmental Policy Code (Chapter 27.12 CCC);
- The standards of the Critical Areas Code (Chapter 27.01 CCC);
- The Public Health, Safety, Welfare, Use and Interest.

NOTE: The remainder of these findings summarizes the Planning Division's analysis of this short subdivision application's relationship to the criteria for approval cited above. In the course of this analysis, only relevant code requirements are cited. Although other standards and requirements exist, their omission from this report is due to their lack of applicability.

5. Conformance with the Clallam County Land Division Ordinance, Title 29, CCC. Chapter 29.30, CCC, of the Clallam County Land Division Ordinance (LDO) establishes the minimum standards and improvement requirements for all land divisions in Clallam County, including short subdivisions. The following analysis identifies those LDO requirements specified under CCC 29.30 that are applicable to this application:
 - a. *Minimum access, street standards and improvement requirements outside urban growth areas.* In accordance with CCC 29.30.200 access must be provided to each lot within the land division. A private road is proposed to be constructed to provide access to the three lots on the eastern side of Blue Mountain Road. The western lot will be provided access directly off Blue Mountain Road. The road will be required to be a minimum 12 foot wide graveled surface width within a minimum 30 foot easement. The road dead-ends on the subject property and shall terminate in a cul-de-sac per CCC 29.30.200(5). A multi-family road approach must be submitted and approved by the Road Department for the approach of the private road onto Blue Mountain Road.
 - b. *Minimum water supply standards.* Water is proposed to be provided by individual and shared wells. Prior to final plat approval, pursuant to CCC 29.30.300(1)(a), a water availability test is required to be approved by Environmental Health. Bacteriological and nitrate test results and a well log or pump test will be required on one demonstration well. All well locations will be required to be shown on the final plat map with their 100 foot radius wellhead protection areas. Consult of the Clallam County Environmental Health Division for further information. Mitigation Certificates will need to be obtained from the Water Trust that will be recorded with the final plat.
 - c. *Minimum sewage disposal standards.* On-site sewage is proposed for this land division. Soils evaluation has been conducted for three sites and there is an existing septic system for the single family residence. On-site sewage disposal systems are allowed, provided each system is fully contained within the respective lot's boundary, or an easement will need to be established for the off-site systems serving the portion of the property that will be divided (CCC 29.30.400(1)(a)).
 - d. *Irrigation water, fire protection.* The property is not located within an irrigation

district. There are no fire protection requirements.

- e. *Minimum Electrical, Telephone and Television improvement requirements.* Pursuant to CCC 29.30.500(4), every land division shall have underground electrical, telephone and cable television (optional) service provided to each lot. Easements for utilities shall be reserved wherever necessary.
 - f. *Lot Configuration.* Each lot shall abut a road right-of-way other than an alley and shall have a minimum lot frontage of thirty (30) feet.
 - g. *Common Facilities.* As a condition of approval, the responsibility for the maintenance and operation of common facilities (e.g., roads, utilities, water systems) must be established prior to final plat approval in accordance with CCC 29.30.700. Construction of the new road will provide frontage to Lot D, the only lot that does not front Blue Mountain Road.
 - h. *Improvement Installation, Construction, and Inspection.* As a condition of approval, all required improvements must be installed by the Applicant prior to final approval in accordance with the requirements of CCC 29.30.800.
- 6. Conformance with the Clallam County Comprehensive Plan, Title 31, CCC. The property is located in the Sequim Regional Planning Area, CCC 31.03. The properties are intended for residential development, which is the existing and proposed use of the lots.
 - 7. Conformance with the Clallam County Zoning Code, Title 33, CCC. The property is zoned Rural Low (R5). The purpose of the Rural Low zone is "to provide areas having a low density rural setting free from commercial, industrial, and moderate density residential developments," CCC 33.10.020. The proposal is the creation of four residential lots from two existing lots, with a roadway that intersects the properties. Based on the density in the zone the approximate 15 acres could only be divided into three lots. The applicants have the ability to dedicate right-of-way for Blue Mountain Road to the Road Department which would create an intervening ownership that would divide the property into four lots, however, two on the east side of Blue Mountain Road and two non-conforming lots on the west side of Blue Mountain Road. This division would reduce the size of the properties on the east side of Blue Mountain below an amount that would allow a third lot. It is the applicant's desire to have three lots on the eastern side and since the density in the area could have the potential of four lots, DCD is willing to allow the creation of four lots through this land division process. The lot west of Blue Mountain Road will be more conforming by combining the entire area, and moving the density to the east side of the road, which will result in lots that will meet the minimum lot size of one acre, resulting in a more conforming configuration of the four lots that are allowed to be created.
 - 8. *Conformance with the Clallam County Shoreline Master Program.* The subject property is not located within the jurisdiction of the Shoreline Master Program.
 - 9. *Conformance with the Clallam County Floodplain Management Code, Chapter 32.01, CCC.* The Clallam County Floodplain Management Code was repealed with the adoption of Ordinance No. 681 on December 28, 1999. The provisions and standards of the Floodplain Management Code were readopted as a separate section (Section 500) to the Clallam County Critical Areas Ordinance, Chapter 27.12, CCC, also adopted under Ordinance No. 681. The subject property is not located within a designated *Frequently Flooded Area*.
 - 10. *Conformance with the Environmental Policy.* A Determination of Non-Significance was

issued on August 26, 2019.

11. *Conformance with the Clallam County Critical Areas Ordinance, Chapter 27.12, CCC.* The property contains a Type 5 stream near the western property line. The Critical Area Map incorrectly identifies a second Type 5 stream which DCD staff determined to be incorrectly shown. A 50 foot buffer from the Ordinary High Water Mark is required when a land division is proposed, since land divisions qualify as major new development. The critical area and associated buffer shall be surveyed and shown on the final plat map, CCC 27.12.315(9). A note shall also be required that all subsequent development must comply with the critical area protection standards.
12. *Conformance with the Consolidated Development Permit Process, Chapter 26.10, CCC.* Pursuant to CCC 26.10.210(2)(b), short plat applications are processed as Type II Permits. The subject application was determined to be complete on August 12, 2019. A notice of application was forwarded to adjacent property owners on August 27, 2019 and a sign detailing the proposal was posted on the property on August 27, 2019.
13. *Consistency with the Public Health, Safety, Welfare, Use and Interest.* To ensure the public health, safety, welfare, use and interest is preserved and protected, the application and related materials were routed for comment on August 12, 2019 to Environmental Health Division, Public Works Department, Building Division, and Fire District #3. The following summarizes comments received:
 - a. *Clallam County Environmental Health Division.* Maps for the site registrations don't match the proposal, but four site registrations have been conducted. A preliminary map showing the approximate location of the test holes of the existing septic system and the existing and proposed well with 100 foot radius is needed. The septic system serving the house on 052901-330000 was current on inspection through 6/21/19. A new as-built drainfield location in relation to the proposed lot lines is required; a reserve area must also be designated. Water availability application is required. Currently 2 wells serve the one house. The well that will no longer serve the house is to be used as the demonstration well and is to be tested for flow, coliform bacteria and nitrate; a minimum of 0.56 gpm is required. The two wells must not be intertied for the flow test. Written or photo verification that the house is disconnected from one well shall be provided prior to final plat. The 100 foot radius of any proposed well must be contained within the plat boundaries. Note shall be added to final that states lots are served by individual wells and onsite septic systems.
 - b. *Clallam County Public Works Department.* Combined approach required prior to final plat. Access to parcels C & D are limited to the plat combined approach. Will need 30 feet on each side of centerline of existing Blue Mtn Rd.
 - c. *Building and Fire District* have no comments at this time.

Conclusions of Law:

Based on the above findings of fact, the Administrator hereby enters the following conclusion of law in consideration of Short Subdivision Application No. LDV2019-00016:

1. The Administrator (i.e. the Director of the Department of Community Development and/or his/her designee) has jurisdictional authority to issue a decision on a preliminary short plat (CCC 26.10.210(2)(b)).

2. **As conditioned, the proposal is consistent with the land division standards of CCC Title 29.** The four proposed lots will satisfy the County land division development and improvement standards (Findings of Fact No. 5).
3. **As conditioned, the proposal is consistent with the spirit and intent of the Comprehensive Plan, Title 31 CCC.** (Findings of Fact No. 6).
4. **As conditioned, the proposal is consistent with the Zoning Code, Title 33 CCC.** The proposed lots are consistent with the minimum lot size, and other bulk and dimensional requirements of the R5 zone. The density allowed is allowed based on the intervening ownership for Blue Mountain Road (Finding of Fact No. 7).
5. **The proposal is not within the jurisdiction of the Shoreline Master Program.** (Finding of Fact No. 8).
6. **The proposal is not within the jurisdiction of the Floodplain Management Code.** (Findings of Fact No. 9).
7. **The proposal is exempt from the Environmental Policy Code, Chapter 27.01 CCC, and the State Environmental Policy Act, Chapter 197-11-800 WAC.** (Finding of Fact No. 10).
8. **The proposal will be consistent with the Critical Areas Code, Chapter 27.12 CCC.** There is a Type 5 stream that will require a buffer (Findings of Fact No. 11).
9. **The proposal is consistent with the requirements of the Consolidated Development Permit process, Chapter 26.10, CCC.** All public notification procedures and requirements of Chapter 26.10 CCC have been satisfied (Findings of Fact No. 12).
10. **As conditioned, the proposal is consistent with and will have no unreasonable adverse impact on the public health, safety, welfare, use, and interest.** Conditions of approval will require that the development comply with requirements for provision of water supply, appropriate wastewater treatment and disposal, adequate access, and other applicable development standards (Findings of Facts No. 13).

Preliminary Approval:

Decided this 11th day of Sept 2019.


Donella K Clark, Principal Planner

RECONSIDERATION AND APPEAL OF DECISION

The decision of the Administrator shall be final on the date issued unless a request for reconsideration or appeal is filed in accordance with CCC 26.10. A request for reconsideration to the Administrator must be made within 10 calendar days of the mailing of this decision. Appeals must be filed within 14 days of the date of mailing of this decision, or the decision on a request for reconsideration. Appeals of this decision, or a request for reconsideration decision, will be heard by the Clallam County Hearing Examiner in an open record hearing whereby the Hearing Examiner's decision may be appealed to the Board of Commissioners as a closed record appeal. The request for reconsideration or an appeal must be in writing on forms provided by the Administrator (forms are available upon request from the Department of Community Development) must be filed with the Administrator by mail or personal delivery, with the required fees. If the last day of a reconsideration or appeal period falls on a weekend or legal holiday, the appeal period shall be extended to the next working day.



18
JUL 15 2024 @ 1030am

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7-15-24

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:

Clallam County Poet Laureate Update

Two years ago, Clallam County partnered with the North Olympic Library System to create a Clallam County Poet Laureate. Today Clair Dunlap from NOLS will provide an update on the program and a preview of the next two-year cycle.

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?)

Clallam County Poet Laureate Update.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Clair Dunlap - North Olympic Library System

Date submitted:

* 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)

MEMORANDUM

LONI GORES
Clerk of the Board

July 15, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been postponed on the July 15, 2024 work session agenda:

Board of Commissioners

18 Clallam County Poet Laureate update – **10:30 am**



19
JUL 15 2024 @ 11am

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** July 15, 2024

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion regarding EDC funding to continue the work of consultants, Center for Sustainable Infrastructure (CSI) and Roy Street Group, to support McKinnley closure response.

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?** ☐

TBD

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

Discussion and next step.

County Official signature & print name:



Name of Employee/Stakeholder attending meeting: Colleen McAleer/EDC

Relevant Departments: BOCC

Date submitted: 7/10/2024

* 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)



90
JUL 15 2024

AGENDA ITEM SUMMARY

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

Department: PAO/BOCC

WORK SESSION ☒ Meeting Date: 7-15-24

REGULAR AGENDA ☒ Meeting Date: 7-23-24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion and next steps on Kroger opioid settlement.

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?)

Discussion and next steps on Kroger opioid settlement.

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

Name of Department/Employee/Stakeholder attending meeting: Board of Commissioners, Prosecuting Attorney's Office, Health and Human Services

Date submitted: 7-9-24

* 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)

Item 24 7/15/24

Added 7-12-24



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-15-24 – 10:30 a.m.

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion regarding Clallam County Fire District 5.

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

N/A

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

Discussion.

County Official signature & print name:  Loni Gores, Clerk

Name of Departments/Employee/Stakeholder attending meeting: Board of Commissioners, Clallam County Fire District 5, Finance Department, Treasurer's Office, Auditor's Office

Date submitted: 7-12-24

* 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)

21
JUL 15 2024

SA

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-15-24

REGULAR AGENDA ☒ Meeting Date: 7-16-24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on July 30, 2024.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Revisions 7-16-24-
Revised: 3-04-2019



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board the budget revision shown below on July 30, 2024 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

HHS – Environmental Health – The budget is being revised to reallocate funding from the Laboratory Supplies line to the capital Machinery and Equipment line for the purchase of replacement laboratory equipment/\$6,000

Non-Dept – Hotel/Motel Tax – Reallocation of funds per Resolution 40, 2024, Board-approved lodging tax applications/\$675,804.65

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 16, 2024

Mike French, Chair

Publish: July 20 and 27

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

JUN 21 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-20-24

Budget Hearing/Meeting Date: 7-30-24

- ☐ **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 ✓	56252.31.0075 ✓	Laboratory Supplies ✓	6,000 ✓
Total				6,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS ✓	59462.64.0010 ✓	Machinery & Equipment ✓	6,000 ✓
Total				6,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The budget is being revised to reallocate funding from the laboratory supplies line to the capital machinery & equipment line for the purchase of replacement laboratory equipment.

County Official Approval: _____

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

etru
[Signature]

64

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/6/2024 ✓

Budget Hearing/Meeting Date: 7/30/2024 ✓

- **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
- XX **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.	19925.291 ✓	Budget Name	NonDept – Hotel/Motel Tax ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0230 ✓	Unanticipated Projects ✓	675,804.65
Total				675,804.65 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0168 ✓	Clallam Transit System ✓	15,600 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0178 ✓	Washington Festival and Events ✓	157,500 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0164 ✓	Olympic Theater Arts ✓	14,209.65 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0174 ✓	Peninsula Trails Coalition ✓	49,500 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0169 ✓	Clallam Bay/Seki Visitors' Center ✓	15,000 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0166 ✓	Olympic Peninsula Fungus Festival ✓	12,500 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0179 ✓	StormKing FC ✓	41,600 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.41.5120 ✓	Public Works ✓	84,400 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0163 ✓	City of Forks ✓	15,000 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0167 ✓	Port Angeles Fine Arts ✓	15,000 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.41.5110 ✓	Parks/Fair/Facilities ✓	75,000 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.41.0118 ✓	Feiro Marine Life Center ✓	29,495 ✓

19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0176 ✓	Port Angeles Waterfront Center ✓	100,000 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0160 ✓	PA Chamber of Commerce ✓	30,000 ✓
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0177 ✓	Port Angeles Youth Basketball ✓	21,000 ✓
Total				675,804.65

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of Funds for Resolution 40, 2024 Board-approved Lodging Tax applications

County Official Approval: _____

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

E Hill
M/

62

62



22
JUL 15 2024
56

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7/15/24

REGULAR AGENDA ☒ **Meeting Date:** 7/16/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on July 30, 2024.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on July 30, 2024 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Operations –

- A grant from Washington State Criminal Justice Training Commission will be utilized for a consultant and minor exercise equipment to increase deputy wellness program/\$20,000
- A grant has been awarded by WASPC in support of a field response effort to identify and direct civilians undergoing mental distress to appropriate sources. Olympic Peninsula Community Clinic will provide the coordination and resources to fulfill this mission /\$629,566

Sheriff – Emergency Services – Clallam County was awarded \$125,000 from the USDA's Community Wildfire Defense program to update our wildfire protection plan, last revised in 2009. A fund match will be met by staff time from the County and Fire District for planning, outreach, and steering committee involvement/\$125,000

Sheriff – OPNET Drug – Clallam County's OPNET task force was awarded \$150,000 by WA State for the period of 7/1/24 – 6/30/25, to continue their ongoing efforts against our narcotics crisis/\$75,000

Sheriff – Jail –

- Clallam County Correctional Facility is awarded up to 2.25 million dollars of funding, half of which will be received into the General Fund balance in December 2024. This funding is to establish staffing, procedures, and infrastructure necessary for the Medicaid billing of inmate healthcare/\$1,125,000
- 4Sight monitoring bracelets that will give real-time health metrics and sound an alarm if parameters are critical, funded by County's Risk Pool/\$24,687

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 16, 2024

Mike French, Chair

Publish: July 20, 2024

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/1/24 ✓

Budget Hearing/Meeting Date: 7/30/24 ✓

- ☒ **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.	00100.811 ✓	Budget Name	Sheriff – Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	33401.10.0000	WSCJTC Wellness Grant ✓	20,000 ✓
Total				20,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	52122.41.0020 ✓	Professional Services ✓	18,400 ✓
00100.811 ✓	Sheriff – Operations ✓	52122.35.0010	Small Tools and Equipment MINOR	1,600 ✓
Total				20,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

A grant award from Washington State Criminal Justice Training Commission for \$20,000 will be utilized by the Sheriff's Office for a consultant (\$18,400) and minor exercise equipment (\$1,600) to increase our deputy wellness program. This consultant will teach classes and work individually with employees on developing goals and strategies to increase their overall wellness, and the equipment will support physical fitness plans. This funding will be reimbursement based and has no match required.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Effie
65

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/3/24 ✓

Budget Hearing/Meeting Date: 7/30/24 ✓

- ☒ **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.	00100.811 ✓	Budget Name	Sheriff – Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	33401.70.0000 ✓ 33406.90.0015	WASPC Mental Health Field Response Grant ✓	629,566 ✓
Total				629,566 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	56400.41.0127 ✓	Contract Services ✓	629,566 ✓
Total				629,566 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding not to exceed \$629,566 has been awarded by WASPC in support of a field response effort to identify and direct civilians undergoing mental distress to appropriate resources. These individuals frequently require law enforcement intervention and possibly arrest if they become a danger to themselves or other, but proactive identification of their needs and coordination with resources should prevent their condition from deterioration. Olympic Peninsula Community Clinic will provide the coordination and resources to fulfill this mission, utilizing our law enforcement contacts to help identify and refer individuals in need of services.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]
[Signature]
66

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/3/24

Budget Hearing/Meeting Date: 7/30/24

- ☒ **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.	00100.817 ✓	Budget Name	Sheriff – Emergency Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	33310.72.0000 ✓	Community Wildfire Defense Grant ✓	125,000 ✓
Total				125,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.41.0020	Professional Services ✓	125,000 ✓
Total				125,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Clallam County was awarded \$125,000 from the USDA's Community Wildfire Defense program to update our wildfire protection plan, last revised in 2009. An RFQ for qualified consultants capable of creating this plan was used, and a winning bid selected for work starting this fall 2024. A fund match is required and will be met by staff time from the County and Fire District for planning, outreach, and steering committee involvement.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

EHill
[Signature]

Budget Hearing/Meeting Date: 07/30/24 ✓

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

Budget Number xxxxx.xxx.	11008.811 ✓	Budget Name	Sheriff – OPNET Drug ✓
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BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	33404.20.0041 ✓	Multijurisdictional Task Force ✓	75,000 ✓
Total				75,000

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	50800.00.0000 ✓	Ending Fund Balance ✓	75,000 ✓
Total				75,000

REASON FOR BUDGET ACTION:

Washington State appropriated funding for drug task forces around the state to continue their on-going efforts against our narcotics crisis. This funding replaces the pass through Byrne-JAG grant funding the task forces previously received. Clallam County's OPNET task force was awarded \$150,000 for the period of 7/1/24 – 6/30/25, so the first half will be spent this year and the 2nd half incorporated into the 2025 budget.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Officer

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/3/24 ✓

Budget Hearing/Meeting Date: 7/30/24 ✓

- ☒ **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.	00100.815 ✓	Budget Name	Sheriff – Jail ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	33293.30.0000	HCA Reentry Demonstration Initiative ✓	1,125,000 ✓
Total				1,125,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff – Jail ✓	52360.10.0010 ✓	Regular Time ✓	25,000 ✓
00100.815 ✓	Sheriff – Jail ✓	52360.20.0000 ✓	Benefits ✓	20,700 ✓
00100.815 ✓	Sheriff – Jail ✓	50800.00.0000 ✓	Ending Fund Balance ✓	1,079,300
Total				1,125,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Clallam County Correctional Facility is awarded up to 2.25 million dollars of funding to establish the staffing, procedures, and infrastructure necessary for Medicaid billing of inmate healthcare. We will receive the first \$1,125,000 in December 2024 into our general fund balance. This will reimburse the staff time already spent by a coordinator for the project, as well as for future costs during 2025. Additional portions of the award will be released at future dates dependent on project milestones.

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




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 060324 ✓

Budget Hearing/Meeting Date: 073024 ✓

- ☒ **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.	00100.815 ✓	Budget Name	Sheriff – Jail ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	36991.00.0041 ✓	Risk Pool 4Sight Labs Reimbursement ✓	24,687 ✓
Total				24,687 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff – Jail ✓	59423.64.0010 ✓	Machinery and Equipment ✓	24,687 ✓
Total				24,687 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To enhance our ability to monitor the health of inmates designated as "at risk" of medical or mental crisis situations, the County's Risk Pool agreed to fund the purchase of 7 monitoring bracelets that will give real-time health metrics and sound an alarm if parameters are critical. These will be used in addition to the current procedure of frequent in-person observations by deputies. The first year of the contract includes the equipment, training, and software licenses, with software license costs on-going through years 2 and 3 of the contract.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

EHU
[Signature]



23
JUL 15 2024
SL

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7/15/24**

REGULAR AGENDA ☒ **Meeting Date: 7/16/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on July 30, 2024

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

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2024

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Public Works – Equipment Rental and Revolving – Fairground front mower FG173, which was scheduled for replacement in 2025, must be replaced now due to serious engine issues/\$20,000

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

1. A public hearing on the debatable emergencies listed above will be held July 30, 2024 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 16th day of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias

Publish: July 20 and 27, 2024

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 06.06.24 ✓

Budget Hearing/Meeting Date: 07.30.24 ✓

— **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.

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

Budget Number xxxxx.xxx.	50301.611 ✓	Budget Name	Public Works – Equipment Rental and Revolving ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ✓	PW – ER&R ✓	50800.00.0000 ✓	Ending Fund Balance ✓	\$20,000 ✓
Total				\$20,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ✓	PW – ER&R ✓	59418.64.7777 ✓	PW Capital Other Improvements	\$20,000
Total				\$20,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Fairground front mower FG173, which was scheduled for replacement in 2025, must be replaced now due to serious engine issues. Parks does not need to contribute towards the replacement cost as FG173 has enough replacement value banked.

County Official Approval: Joe Donisi
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Eth

[Signature]