



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 8, 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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Marine Resources Committee request to remove a board member due to nonparticipation Request](#) 
3. [Agreement with Department of Commerce for Coordinating Low-income Housing Planning Grant Agreement](#) 
4. [Agreement with Department of Commerce for Victim Witness Assistance Grant Agreement](#) 
5. [Agreement amendment 2 with Washington State University \(2c\)* Agreement amendment 2](#) 
6. [Resolution establishing a position in support of proposition 1 Olympic Medical Center Public Hospital District No. 2 Levy Lid Lift for Health Care Services Resolution](#) 
7. [Contract amendment 5 with Department of Corrections for costs to hold offenders Contract](#) 

8. Approval of recommendation of consultant for the Wildfire Protection Plan call for request for proposals

Recommendation 

Board of Commissioners

9. Discussion regarding the Emergency Operation Center

Discussion 

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.



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JUL 08 2024

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 07/08/2024**

REGULAR AGENDA ☒ **Meeting Date: 07/16/2024**

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 – Removal of Committee Member |

Documents exempt from public disclosure attached: ☐

Executive summary: During June's monthly Marine Resource Committee (MRC) meeting, the MRC passed a motion to remove Lisa Law (Development Community Alternate) for nonparticipation in line with MRC bylaw section 2.3. Prior to this action Clallam MRC staff had reached out multiple times via phone and email with no response. In December 2023 our Development Community Representative stepped down making Ms. Law's participation as the alternate as the temporary Development Community Representative necessary & very important. Ms. Law has not participated in or attended any MRC meetings in over a year. Relevant Clallam MRC bylaws - Section 2.3:

"The MRC may recommend to the Board of County Commissioners the removal of an MRC member for inefficiency, neglect of duty or malfeasance in office. The MRC will consider three consecutive absences of a member from the regularly scheduled monthly meetings of the committee as neglect of duty unless permission has been granted by the chair of the MRC and so noted in the minutes of those meetings missed."

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Please approve removal of MRC Member Lisa Law for nonparticipation.

County Official signature & print name: Holden Fleming

A handwritten signature in blue ink, appearing to read "Holden Fleming", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 07/02/2024

* 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 Item Summary Lisa Law MRC Removal

Revised: 3-04-2019

**CLALLAM COUNTY
MARINE RESOURCES COMMITTEE
BUSINESS RULES**

Adopted March 20, 2000

Revised May 22, 2006

Revised May 21, 2007

The Marine Resources Committee of Clallam County, Washington (being constituted by Board of County Commissioners' Resolution No. 58-1999, and re-established by Board of County Commissioners' Resolution No. 05-2007) adopts the following rules for the transaction of its business.

1.0 Role and Function of the Marine Resources Committee (MRC)

The role and function of the NMRC is as stated by the Board of County Commissioners' Resolution 58, 1999, or as that resolution is amended.

2.0 Committee Members and Officers, Appointment, Term of Office and Removal

2.1 The committee consists of fifteen members who are appointed by the Board of County Commissioners for staggered terms of office. The officers of the committee consist of a chair and vice-chair, each serving one-year terms in office.

2.2 Additional ex-officio members may participate as described in item IX of Board of County Commissioners' Resolution 58, 1999.

2.3 The MRC may recommend to the Board of County Commissioners the removal of an MRC member for inefficiency, neglect of duty or malfeasance in office. The MRC will consider three consecutive absences of a member from the regularly scheduled monthly meetings of the committee as neglect of duty unless permission has been granted by the chair of the MRC and so noted in the minutes of those meetings missed.

3.0 Officers – Election of Officers – Succession

3.1 Annually, at its first May meeting, the committee will elect officers. Nomination of officers is from the floor and, where more than one nomination to an office is received, voting will be by secret ballot. Election of any officer requires a majority of the entire committee.

3.2 In the event of a vacancy in the chair, the vice-chair will automatically succeed to the chair. A vacancy occurring in the office of chair or vice-chair is filled by election, as defined above, to serve for the unexpired portion of the term.

3.3 An acting chair will be elected by the members present to serve during the absence of the chair and vice-chair.

4.0 Officers – Duties

4.1 The chair is the chief executive of the MRC and is responsible to appoint subcommittees and to conduct business of the MRC between its meetings, in coordination with County staff. The chair will sign documents of the committee.

4.5 Incumbent Must Reapply

Incumbent members of boards and committees desiring to serve another term must so indicate by submitting a written request confirming their desire for reappointment. No reappointments will be made automatically. When an incumbent's term expires, they will be notified by the Assigned Department and given the opportunity to indicate their desire to be re-appointed.

4.6 Terms/Appointments to be Staggered by Dates

Unless otherwise specified by ordinance or resolution, the term of appointment for all boards and committees shall be approximately three years with terms limits set by initiating ordinance or resolution. When possible, terms will be set to expire at year-end. In order to preserve continuity, terms may be set for varying lengths so that vacancies occur in staggered years. Terms may be adjusted as necessary to maintain staggered expiration dates.

.5 REMOVAL OF MEMBERS

The Board of Commissioners may, by majority vote, remove any member of a County board, commission, or committee without cause. Members removed by the Board shall be notified. If the member represents another organization or government jurisdiction, that agency will also be notified of the member's removal.

Boards and Committees may also remove members as set forth in their own bylaws. Such removals must be approved by the BOCC.

.6 ASSIGNMENT OF STAFF SUPPORT FOR ESTABLISHED BOARDS AND COMMITTEES

Clallam County has a number of established boards and committees assigned to departments. When boards or committees deal primarily with issues of a single department, they are typically assigned to that department. These boards and committees are listed in Appendix A.

County Officials are responsible to provide liaison, leadership, facilitation, records management, and/or administrative support to the boards and committees assigned to them. In addition, departments will keep a current roster of members, their contact information, and their terms, and will keep the Board of Commissioners advised of changes or vacancies. Assigned Departments will also ensure that their Boards and Committees have received training on the Public Records Act and the Open Public Meetings Act.



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JUL 08 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: July 8, 2024**

REGULAR AGENDA ☒ **Meeting Date: July 16, 2024**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract – 11322-24-DOCCLHP | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

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.

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:

A handwritten signature in blue ink, appearing to read "Jennifer Oppelt", written over a horizontal line.

Jennifer Oppelt

- * 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)

CLIHP AIS
Revised: 3-04-2019

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

Date submitted: July 2, 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)

CLIHP AIS
Revised: 3-04-2019

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



Interagency Agreement with

Clallam County

through

Growth Management Services

Contract Number:

24-63336-206

For

Coordinating Low-income Housing Planning (CLIHP) Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63336-206

**Local Government Division, Growth Management Services
Coordinating Low-income Housing Planning (CLIHP) Grant**

1. Contractor Clallam County Health & Human Services 111 E 3rd Street Port Angeles, WA 98362		2. Regional Planner Ted Vanegas Email: Ted.Vanegas@commerce.wa.gov	
3. Contractor Representative Jennifer Oppelt Deputy Director 360-417-2431 Jennifer.Oppelt@clallamcountywa.gov		4. COMMERCE Representative Laura Hodgson Housing Planning and Data Manager 360-764-3143 Laura.Hodgson@commerce.wa.gov 1011 Plum Street SE Olympia, WA 98504	
5. Contract Amount \$35,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A <u>ALN</u> N/A	
10. Tax ID # N/A	11. SWV # 0000200-00	12. UBI # 054-004-559	13. UEI # N/A
14. Contract Purpose For activities that support the coordinated planning for extremely low-income housing needs.			
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, and Attachment "B" – Budget.			
FOR CONTRACTOR Mike French, Commissioner, BOCC Chair Clallam County Date  Approved as to Form		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government 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 thirty-five thousand dollars (\$35,000), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

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 nor less than quarterly.

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 24-63336-206.

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.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023 – June 30, 2024), and State Fiscal Year 2025 (July 1, 2024 – June 30, 2025), based on the expenses incurred under this Contract. See Attachment B for reimbursement schedule for deliverables.

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.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

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

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

Grant Objective: Coordinating 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data.

Action/Steps/ Deliverables	Description	Start Date	End Date
Step 1.1	Collect all existing homelessness taskforce, county, and cities planning data for submission to consultant focusing on very low to extremely low-income populations (performed by County Staff).	May 2024	June 2024
Step 1.2	Identify parties to connect with on the grant work (groups or organizations to provide data or who participate in the system), their contact information and their role in the work (performed by County Staff).	June 2024	June 2024
Deliverable 1	Pre-planning support documentation and coordination with community members providing homelessness services and supportive housing (performed by County staff).		June 28, 2024
Step 2.1	Development and release of Request for Qualifications (RFQ) documents for the identification of a contracted consultant. (performed by County Staff).	May 2024	June 2024
Step 2.2	Coordination of meetings between supporting jurisdictions/organizations.	June 2024	June 2024
Deliverable 2	Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings (performed by County Staff).		June 28, 2024
Step 3.1	Develop coordinated strategic policies with supporting jurisdictions/organizations for utilization in comprehensive plan and 2025-2029 Homelessness Crisis Response and Housing Plan (performed by consultant).	August 2024	October 2024

Grant Objective: Coordinating 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data.

Step 3.2	Identify baseline existing conditions data to include in comprehensive plan and 2025-2029 Homelessness Crisis Response and Housing Plan in coordination with supporting jurisdictions/organizations (performed by consultant).	October 2024	November 2024
Step 3.3	Identify future priorities to include in all plans (performed by consultant).	December 2024	March 2025
Deliverable 3	Draft coordinated data and policy pieces for comprehensive plans and 5-year homelessness plan		March 31, 2025

Grant Objective: Development an updated Homelessness Crisis Response and Housing Plan for alignment with GMA Comprehensive Plan.

Action/Steps/ Deliverables	Description	Start Date	End Date
Step 4.1	Work with Homelessness Task Force Subcommittee to review 2020-2024 Homelessness Crisis Response and Housing Plan (performed by County staff and consultant).	September 2024	November 2024
Step 4.2	Work with Homelessness Task Force subcommittee to review new guidelines from Commerce as a requirement in creating the 2024-2029 Homelessness Crisis Response and Housing Plan (performed by County staff and consultant).	September 2024	December 2024
Step 4.3	Create draft 2024-2029 Homelessness Crisis Response and Housing Plan (performed by County staff, consultant and Homelessness Task Force subcommittee).	December 2024	February 2025
Step 4.4	Homelessness Task Force to review and approve draft 2025-2029 Homelessness Crisis Response and Housing Plan.	March 2025	March 2025

Grant Objective: Development an updated Homelessness Crisis Response and Housing Plan for alignment with GMA Comprehensive Plan.

Step 4.5	Present the 2024-2029 Homelessness Crisis Response and Housing Plan forward to the Clallam County Board of County Commissioners work session and regular meeting for final approval.	March 2025	April 2025
Deliverable 4	Adoption of 2024-2029 Homelessness Crisis Response and Housing Plan.		April 30, 2025

Grant Objective: Develop GMA Comprehensive Plan Elements that are consistent with Clallam County 2024-2029 Homelessness Crisis Response and Housing Plan

Action/Steps/ Deliverables	Description	Start Date	End Date
Step 5.1	Draft data, policies, and materials for the GMA Comprehensive Plan where there is overlap with the 2024-2029 Homelessness Crisis Response and Housing Plan. (performed by County Staff and consultant).	April 2025	May 2025
Deliverable 5	Draft GMA Comprehensive Plan Housing Element materials that coordinate with the 2024-2029 Homelessness Crisis Response and Housing Plan, to be incorporated with final comprehensive plan.		June 15, 2025

Attachment B: Budget

Deliverables	Deliverable Due Date	Commerce Funds SFY 2024	Commerce Funds SFY 2025
Deliverable 1: Pre-planning support documentation and coordination with community members dealing with homelessness and supportive housing.	June 28, 2024		\$5,000
Deliverable 2: Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings.	June 28, 2024		\$5,000
Deliverable 3: Draft coordinated data and policy pieces for comprehensive plans and 5-year homelessness plan.	March 31, 2025		\$10,000
Deliverable 4: Adoption of 2025-2029 5-year Homelessness Crisis Response and Housing Plan.	April 30, 2025		\$10,000
Deliverable 5: Draft GMA Comprehensive Plan Housing Element materials that coordinate with the 2024-2029 Homelessness Crisis Response and Housing Plan	June 15, 2025		\$5,000
Sub-Total by State Fiscal Year (SFY):		\$0	\$35,000
Total:			\$35,000



4

AGENDA ITEM SUMMARY

JUL 08 2024

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 07/08/2023**

REGULAR AGENDA ☒ **Meeting Date: 07/16/2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.24.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

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

PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY

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

Revenues and expenditures have already been factored into the 2024 budget, so no changes are expected.

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

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

County Official signature & print name: Mark Nichols

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

Name of Employee/Stakeholder attending meeting: Mark Nichols

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 07/02/2024

* 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)



Interagency Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy

Community Services Division

Grant Number:

S25-31101-025

For

SFY 2025 Victim Witness Assistance Grant

Dated: 07/01/2024



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Face Sheet

Grant Number: S25-31101-025

**Washington State Department of Commerce
Community Services Division
Office of Crime Victims Advocacy
SFY 2025 Victim Witness Assistance Grant**

1. Grantee CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY PORT ANGELES, WA 98362		2. Grantee Doing Business As (as applicable) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Christi Wojnowski Manager of Administration & Support Christi.wojnowski@clallamcountywa.gov (360) 417-2297		4. COMMERCE Representative Lisa Lipsey Program Coordinator (564) 669-3830 lisa.lipsey@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501	
5. Grant Amount \$62,230.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date 07/01/2024
8. End Date 06/30/2025			
9. Federal Funds (as applicable)		Federal Agency: <u>ALN</u>	
10. SWV # SWV0000200-12	11. UBI # 601639015	12. UEI # JV6JJNELRBS5	13. Indirect Rate (if applicable) N/A
13. Grant Purpose To provide funding that strengthens Victim/Witness Assistance program activities.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C – Certification of Compliance with Federal Regulations; Attachment D – U.S. Department of Justice Certified Standard Assurances; VOCA Certifications; and Grantee's Application for funding.			
FOR GRANTEE Christi Wojnowski Name, Title Date Signature		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 Grantee enter into this Grant pursuant to the authority granted by Chapter 39.34 RCW.

2. AUDIT

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

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

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

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

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but not more often than monthly.

The Grantee shall submit all requests for reimbursement via the Commerce Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If unable, please submit via email to your grant manager Lisa Lipsey at lisa.lipsey@commerce.wa.gov.

If required, the attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

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

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

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



The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at <https://www.ojp.gov/doj-financial-guide-2022>.

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

4. COMPENSATION

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

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

Payment will be on a reimbursement basis only.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current travel rates may be accessed at: <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule <https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>.

5. COMPLYING WITH THE SAFE STREETS ACT

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



6. CONFERENCES, MEETINGS, AND TRAININGS

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

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

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

7. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.



- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

8. EXAMINATION OF RECORDS

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

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

9. FRAUD AND OTHER LOSS REPORTING

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

10. GRANT MANAGEMENT

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

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

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

11. GRANT MODIFICATION

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

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

12. INSURANCE

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

13. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

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



noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

14. NON-SUPPLANTING

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

15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Divisions, ATTN: Grantee Reporting, 950 Pennsylvania Avenue, NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

16. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

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

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

17. REPORTING

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

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2025 Victim Witness Assistance Grant services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

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

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

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and



- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

Additional narrative reports may be required. See the Application for Funding and/or Reporting Instructions provided for further details.

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

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

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

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

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

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

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

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

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

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

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



21. SUBAWARDS ("SUBGRANTS") SPECIFIC FEDERAL AUTHORIZATION

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

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

22. SUBGRANT AWARD REPORT (SAR)

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

23. SUBGRANTEE DATA COLLECTION

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

24. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of Compliance with Federal Regulations
- Attachment D – U.S. Department of Justice Certified Standard Assurances
- SFY 2025 Victim Witness Assistance Grant Application for Funding as submitted and approved by COMMERCE



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 twenty-four (24) hours 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

Clallam County Prosecuting Attorney's Office shall furnish goods and services necessary to accomplish the activities under the SFY 2025 Victim Witness Assistance Grant funding during the grant period.

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

Funding from this Grant must be used to support the services outlined and approved in the SFY 2025 Victim Witness Assistance Grant funding application.

Funding from this Grant must be used to support the Grantee's Victim Witness program to ensure assistance is available to support a victim's recovery. Grantee must ensure that activities funded under this Grant program are provided to victims/survivors of crime and are available during Grantee's regular business hours. Activities shall include, but not be limited to:

- advocacy on behalf of the client;
- courtroom/hearing support and accompaniment and preparation for the courtroom;
- providing information on victim's rights;
- assistance with safety planning;
- providing information about the criminal justice process and status of the criminal case;
- assistance in procuring protection/no-contact/restraining/anti-harassment orders;
- assistance with information for filing claims with Crime Victims Compensation (CVC); and
- referrals to other agencies which can provide information or assistance to the client.

DATA REQUIREMENTS

1. Grantees will submit quarterly reports on SFY 2025 Victim Witness Assistance Grant activities to their grant manager.
2. Report data will be due in InfoNet no later than **October 15, 2024; January 15, 2025, April 15, 2025, and with final invoice**. Additional narrative reports may be required. See the Application for Funding and/or Reporting Instructions provided for further details

DELIVERABLES

1. Services – As detailed above
2. Reports – As described in Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

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

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



Attachment B: Budget

Budget	Victim Witness	Total
Salaries	\$43,898.00	\$43,898.00
Benefits	\$18,332.00	\$18,332.00
Non - Match Total	\$62,230.00	\$62,230.00

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

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

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

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

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



Attachment C: Certification of Compliance with Federal Regulations

All OJP award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OJP grants and cooperative agreements are available at: "General Conditions" for OJP Awards in FY 2023 | Office of Justice Programs. These do not supersede any specific conditions in this award document.

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

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

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

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

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

3. Employment Eligibility Verification for Hiring Under the Award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients obligations under this condition are posted on the OVV website at <https://www.ojp.gov/funding/explore/legaloverview2022/mandatorytermsconditions#employment-eligibility-verification-for-hiring-under-the-award> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

4. Determinations of Suitability to Interact with Participating Minors

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

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

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

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or



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

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

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

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

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

8. Restrictions on "Lobbying" and Policy Development

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

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

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

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

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

10. Notification of Findings of Discrimination or Non-Compliance

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding



to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

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

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

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

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

12. FFATA reporting: Subawards and executive compensation

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

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

COMMERCE submits FFATA information on behalf of all Grantees.

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

Clallam County Prosecuting Attorney's Office
Agency Name

Christi Wojnowski

Mark Nichols

Name of Authorized Official

Prosecuting Attorney

Title of Authorized Official

Mark Nichols

Signature of Authorized Official

7/2/24

Date



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

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

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



6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

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

Clallam County Prosecuting Attorney's Office
Agency Name

Christi Wojnowski Mark Nichols
Name of Authorized Official

Prosecuting Attorney
Title of Authorized Official

Mark Nichols
Signature of Authorized Official

7/2/24
Date

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

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

Recipient's Name: CLALLAM, COUNTY OF

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

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

Law Enforcement Agency? ☐ Yes ☒ No

UEI Number: JV6JJNELRBS5

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

Name and Title of Contact Person: Christi Wojnowski, Manager of Administration & Support

Telephone Number: (360) 417-2297

E-Mail Address: cwojnowski@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees

☐ Indian tribe

☐ Medical Institution

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving an award less than \$25,000

I, _____ [responsible official],
certify that _____ [recipient]

is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient]

will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Name and Title

Signature

Date

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

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

I, Tammy Sullenger [responsible official],
certify that Clallam County [recipient]

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

Clallam County [organization],
223 E 4th St, Port Angeles, WA 98362 [address].

Tammy Sullenger Senior Risk Mgmt Prof [Name and Title] Tammy Sullenger [Signature] 7/2/2024 [Date]

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

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

I, _____ [responsible official],
certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Name and Title

Signature

Date

Certification of Federal Award Requirements

Funding for this grant is comprised of Federal Victims of Crime Act (VOCA) funds. Applicants must meet the following conditions in order to receive grant funding:

1. Unique Entity Identifier (UEI) from SAM.gov system

This number is required to receive federal funds. According to the Department of Justice Grants Financial Guide, unless an exception applies, all applicants and recipients must have a unique entity identifier when applying for Federal awards and cooperative agreements (initial or supplemental awards) (2 C.F.R. Part 25 - Universal Identifier and System of Award Management).

In April of 2022 the federal government stopped using the DUNS number and switched to UEI's assigned via the SAM.gov system.

If your entity was already registered in SAM.gov, your UEI has already been assigned. This number is currently visible on your entity registration record.

Please note that SAM.gov registration is not required to obtain an UEI and OCVA is no longer requiring SAM.gov registration for our grantees.

To obtain a UEI (without full entity registration in SAM.gov), please visit the SAM.gov website.

- See Quick Start Guide for Getting Your Unique Entity ID (SAM)
- See SAM.gov | Home
- This is a free service

Agency's Unique Entity Identifier (UEI):	JV6JJNELRBS5
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2. Audit Requirements

Federal Grant Funds Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

Applicant is certifying it will comply with this audit requirement.

3. Executive Compensation Data

In certain circumstances recipients of federal funds must report the names and total compensation of their five most highly compensated executives. Answer the following questions to determine if you have to submit this information.

In the agency's preceding fiscal year, did the organization

- a) receive 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
 Yes ☐ No ☒
- b) **and** \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
 Yes ☐ No ☒

Did you answer "yes" to both 4. a) and 4. b)?

Yes ☐ No ☒

If you answered "yes" to both questions please provide the names/compensation of the five (5) most highly compensated executives of the recipient of award funds:

1.
2.
3.
4.
5.

4. Internal Revenue Service (IRS) 501(c)(3) Determination Letter

VOCA funding requires that nonprofit organizations verify their nonprofit status by providing a copy of their Internal Revenue Service (IRS) 501(c)(3) determination letter. A nonprofit organization is as described in section 501 (c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. See 42 U.S.C § 13925(b)(16)(B).

Unless submitted previously, nonprofit organizations applying for funding must submit a copy of Internal Revenue Service to OCVA with this application.

5. Computer Networks

The applicant understands and agrees that it cannot use VOCA Grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

6. Non-Supplanting Certification

The applicant understands and agrees that no VOCA Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. VOCA Grant funds will be used to increase the total amount of funds used for crime victim assistance. 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.

7. ADA Requirement (FOR NON-TRIBAL GRANTEEES ONLY)

Does the location where services are primarily provided comply with ADA requirements for accessibility?

Yes ☒ No ☐

If no, provide information on how this is addressed:

--

By signing this document below, the applicant certifies that that agency is qualified to receive the funds.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant will comply with the above requirements. This acknowledgement shall be treated as a material representation of fact upon with the Department of Commerce, Office of Crime Victims Advocacy will rely if a grant is issued.



Signature

7/2/24

Date

Christi Wojnowski Mark Nichols Prosecuting Attorney

Name and Title of Authorized Representative

Civil Rights Certifications

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, requirements, and any conditions of the recipient's grant. If a grant is made, the grantee and subgrantees, if any, will be subject to statutory prohibitions on discrimination.

1. Discrimination on the Basis of National Origin – Limited English Proficient (LEP) Individuals

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, applicants must take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. Federal Non-Discrimination Requirements

The applicant will comply with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (42 U.S.C. § 10604(e));
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- Executive Order 13279 (equal protection of the law for-faith based and community organizations); and
- 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

The applicant shall further comply with federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. Civil Rights Provision - Prohibition of Discrimination for Recipients of Federal Funds

The applicant assures compliance of all applicable nondiscrimination requirements of the Victims of Crime Act. No person in any state shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance, pursuant to the following statutes and regulations: Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d, and Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39; Title IX of the Education Amendments of 1972, as

amended, 20 U.S.C. 1681-1683; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, et seq.

4. Federal Civil Rights Training

Recipients of financial assistance from the Department of Justice, such as Victims of Crime Act (VOCA) funds, either awarded directly or through another recipient, must comply with the federal statutes and regulations that prohibit discrimination based on race, color, national origin, sex, religion, age, and disability in VOCA-funded programs or activities.

As part of its training efforts, the Office for Civil Rights at the Office of Justice Programs has developed an online civil rights training curriculum for recipients. This training, which consists of six segments and accompanying self-tests, is designed to provide recipients with an overview of applicable nondiscrimination laws and the general civil rights obligations that are tied to grants awarded by the Department of Justice. The OCR offers this online version of its training program to ensure that recipients who are unable to participate in an in-person training session can still receive valuable technical assistance.

All six Civil Rights training programs are available at <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>

The recipient must view the online training at least once every two years. By signing this certification, the applicant acknowledges the viewing of OJP Civil Rights Non-Discrimination training.

5. Notification of Findings of Discrimination or Non-Compliance

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

The Grantee shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice funds are involved, and identify all open grants utilizing U.S. Department of Justice funding by grant number and program title.

6. Equal Employment Opportunity Program (EEOP)

The Grantee will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the Grantee is not required to formulate an EEOP, it will submit a certificate form to the Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the Grantee is required to develop an EEOP but not required to submit the EEOP to the OCR, the Grantee will submit a certification to COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Grantee is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to COMMERCE to claim the exemption. Information about civil rights obligations of Grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

7. Grantee Duty to Ensure Subcontractor Compliance

The Grantee is required to ensure compliance with these requirements by any program partner or participant receiving funding under this grant.

As the duly authorized representative of the grantee, I hereby certify that the Grantee will comply with the above Civil Rights requirements specified in this Certification

Mark Nichols 7/2/24
Signature Date

Christi Wojnowski Mark Nichols Prosecuting Attorney
Name and Title of Authorized Representative

Clallam County Prosecuting Attorney's Office
Name of Agency

Kayla Ayers Victim Witness Coordinator
Name and Title of person who completed OJP Civil Rights Non-Discrimination Training (see #4)

May 29, 2024
Most recent date online training was completed

Recipients must view the online training at a minimum of every two years for the duration
VOCA funding is received.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

~~Christi Wojnowski~~ Mark Nichols Prosecuting Attorney
Name and Title of Authorized Representative

Mark Nichols 7/2/24
Signature Date

Clallam County Prosecuting Attorney's Office
Name of Organization

DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3 PORT ANGELES, WA 98362
Address of Organization

Certification Regarding Lobbying

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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 is 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 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that;

- A. No 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 any 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.
- B. If any non-Federal 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 initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions. OCVA will provide this form, if needed.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Christi Wojnowski

Mark Nichols Prosecuting Attorney

Name and Title of Authorized Representative

Mark Nichols

Signature

7/2/24

Date

Clallam County Prosecuting Attorney's Office

Name of Organization

DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3 PORT ANGELES, WA 98362

Address of Organization

Certification of Suitability to Interact with Participating Minors

To assist OCVA in monitoring new grant requirements for federal funds, please complete this form to certify that your organization has completed the required background checks for all covered individuals that interact with any minor in the course of activities under your grant (employees paid by the grant, volunteers used as match under the grant, and volunteers supporting grant-covered activities).

Grantees are required to have documentation that the search was conducted, and this should be maintained in accordance with your document retention policies.

Grantee Name: Clallam County Prosecuting Attorney's Office

Grant Number: S25-31101-025

For full list of requirements, Click [Here](#) | [OCVA FAQ is here](#)

Background checks must include:

- Public sex offender and child abuse websites/registries
- Criminal history registries and similar repositories of criminal history records
- An eligible fingerprint search/background check has been completed

If the applicant determines that no minors will be served by staff being directly charged or staff/volunteers used as match for this federally funded grant, the search is not required.

Applicant hereby certifies that the recipient (and any subrecipients) have complied with the above regulations, as applicable.

Signature of Authorized Official

Mark Nichols

Name of Authorized Official

~~Christi Wojnowski~~ Mark Nichols

Date

7/2/24

Request for Volunteer Requirement Waiver

Current VOCA program guidelines requires that grant recipients must use volunteers as a condition of receiving funds unless the state administrator determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

If an applicant requests a waiver of the volunteer requirement, the section below must be completed providing a compelling reason why the use of volunteers is not feasible for the agency.

I am requesting a waiver for the use of volunteers for my VOCA project/program:

Yes ☒ No ☐

If you are requesting a volunteer waiver, provide detailed explanation for your request in the following section. Waivers may only be requested in the following situations:

1. In the case of statutory or contractual provisions that prohibits the use of volunteers. (Attach a copy of the applicable statute or contract.)
2. In the case of a lack of volunteers. If you list this as a reason for the waiver request, you must document the efforts made to recruit volunteers.

Our agency is requesting a waiver for the following reason/s:

The volunteer requirement would place an undue burden on our program due to:

- *Lack of staff time to screen, interview, and train volunteers.
- *Lack of staff time to supervise volunteers.
- *Limited volunteer opportunities within the Clallam County Prosecuting Attorney's Office due to:
 - *High caseloads,
 - *Limited staff time to guide and supervise volunteers,
 - *Costs due to on-line systems of cases that would require offices to secure a workspace and purchase a license and computer for volunteers.

Subgrant Award Report (SAR)

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

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

1. Organization Name: **Clallam County Prosecuting Attorney's Office**
2. VOCA Crime Victim Assistance Funds Awarded in this grant: **\$ 62,230.00**
3. Sub-Grant Number (number assigned to your contract): **S25-31101-025**
4. Budget and Staffing
Indicate below the requested information based on the subrecipient's current fiscal year. Report the total budget available to the victim services program, by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program. For example, if VOCA funds are awarded to support a victim advocate unit in a prosecutor's office, only report the budget for the victim advocate unit.

Information Requested	Response	Explanation (as required)
A. Total budget for all victimization programs and services	\$203,041	<i>The amount reported is for the current fiscal year. Include the subaward amount for this contract/grant.</i>
B. Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year	State funds: \$ 62,230 Local funds: \$ 124,394 Other federal funds: \$ 16,417 Other non-federal: \$ 0	<i>Identify by source, the amount of funds allocated to the victimization programs/services budget of the subgrantee agency.</i> DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY <i>OTHER FEDERAL includes all federal funding except the subaward amount reported in Question 2.</i>
C. Total number of paid staff for all subgrantee victimization programs and/or services	Total Paid Staff: <i>Enter Whole Number</i> 2	Count each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.
D. Number of staff hours funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services	Number of Hours: 1456	<i>Total COUNT of hours of work by all staff supporting the work of this VOCA subaward plus match.</i>
E. Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services	Volunteer Staff: <i>Enter Whole Number</i> 0	COUNT each volunteer staff once. DO NOT prorate based on FTE.
F. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services	Number of Hours: 0	<i>Total count of hours of work by all volunteers supporting the work of this VOCA subaward plus match.</i>



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipssey	Grant Manager	Proofed documents	6/27/2024 7:13 AM PDT
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	6/27/2024 7:55 AM PDT
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	6/27/2024 12:51 PM PDT

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

Certificate Of Completion

Envelope Id: DF6B419F9C194A5C804543D6E16A2A64

Status: Sent

Subject: OCVA: SFY 2025 Victim Witness Assistance Grant S25-31101-025

Division:

Community Services and Housing

Program: OCVA

ContractNumber: S25-31101-025

DocumentType: Contract

Source Envelope:

Document Pages: 36

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lupe Mendoza

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1011 Plum Street SE

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MS 42525

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Olympia, WA 98504-2525

lupe.mendoza@commerce.wa.gov

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Holder: Lupe Mendoza

lupe.mendoza@commerce.wa.gov

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Location: DocuSign

Signer Events

Lisa Lipssey

Lisa.Lipssey@commerce.wa.gov

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Signature**Completed**

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Signed: 6/27/2024 7:13:31 AM

Jodine Honeysett

jodine.honeysett@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Completed**

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Viewed: 6/27/2024 7:55:15 AM

Signed: 6/27/2024 7:55:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Trisha Smith

trisha.smith@commerce.wa.gov

AMD

WA State Dept of Commerce

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Completed

Using IP Address: 198.238.29.32

Sent: 6/27/2024 7:55:45 AM

Viewed: 6/27/2024 12:51:32 PM

Signed: 6/27/2024 12:51:39 PM

Christi Wojnowski

Christi.wojnowski@clallamcountywa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/1/2024 10:41:40 AM

ID: 25893b24-f598-42a6-928c-83e1f8775eb9

Sent: 6/27/2024 12:51:41 PM

Viewed: 7/1/2024 10:41:40 AM

Signer Events	Signature	Timestamp
Lisa Lipssey Lisa.Lipssey@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ely Hernandez ely.hernandez@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2024 1:41:37 PM
Envelope Updated	Security Checked	6/26/2024 2:29:46 PM
Envelope Updated	Security Checked	6/26/2024 2:29:46 PM
Envelope Updated	Security Checked	6/26/2024 2:29:46 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



AGENDA ITEM SUMMARY

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

5
JUL 08 2024

2C

Department: BOCC

WORK SESSION ☒ Meeting Date: 7/8/2024

REGULAR AGENDA ☒ Meeting Date: 7/9/2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.002 Amendment 2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County and WSU/Social and Economic Sciences Research Center (SESRC) entered into a subaward to the County's EDA Strategy Development Grant on March 12, 2024. This agreement is for SESRC's services to convene and analyze data from various sources included ESD and DSHS in support of North Olympic Peninsula Recompete Coalition (NOPRC) application to the Phase 2 Recompete Grant.

Due to delays and data issues, WSU/SESRC have not fully completed the analysis of the ESD data requested. Amendment 2 will extend the contract out 1 month to complete the project. The new contract period of performance end date will be July 31st, 2024. The contract will also increase the dollar amount of the contract by \$1,089.00 to \$27,846 total.

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

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

County Official signature & print name: Angi Klahn

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn (BOCC/Recompeete)

Date submitted: 7/2/2024

* 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 Item Summary - WSU Amendment 2 July 8 & 9 2024
Revised: 3-04-2019



RECOMPETE – STRATEGY DEVELOPMENT GRANT

SUBRECIPIENT AGREEMENT

AMENDMENT #2

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Washington State University, Social and Economic Sciences Research Center ("SESRC"), an institute of higher education and an agency of the State of Washington ("Recipient"), and changes the following attachments to the agreement entered into on March 12, 2024 and amended on April 23, 2024.

This Amendment is comprised of the text found on Attachment 2.

The term of this Amendment shall commence on the 9th day of July, 2024 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

RECIPIENT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Print name: _____

Mike French, Chair of the Board

Title: _____

Date: _____ 2024

Originals: BOCC
WSU/SESRC

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

AMENDMENT TO THE ORIGINAL AGREEMENT

Clallam County Contract # 245-24-002

WSU Award # AWD005960

RECOMPETE – STRATEGY DEVELOPMENT GRANT

Amendment #2

Due to the extended time needed to analyze ESD dataset, the Grant Agreement (the “Agreement”) between Clallam County and Washington State University title “Recompete-strategy development grant” is here by amended as follow:

1. Timeline extension: The Agreement shall be extended to July 31st 2025 to complete analysis of ESD dataset. The destruction of the raw dataset in per Data Share Agreement shall also extended to August 1st 2025.
2. Funding: to accommodate additional time for data analysis
 - The funds originally allocated for IRB fee and research supplies of \$3,803 (with 36% WSU F&A) shall be reallocated to be used for personnel.
 - Additional funding of \$1,089 shall be added to this amendment.
 - The total funded amount \$26,757 shall be increased to \$27,846
3. Other terms and conditions shall remain the same as the original Agreement.



AGENDA ITEM SUMMARY

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

JUL 08 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-8-24

REGULAR AGENDA ☒ Meeting Date: 7-16-24

Item summary:

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

Executive summary:

RCW 42.17A.555 permits the members of an elected legislative body to express a collective decision to support a ballot proposition. The Clallam County Board of Commissioners has complied with the procedural requirements of that statute and wishes to express a collective decision in support of a ballot proposition.

Clallam County Public Hospital District No. 2 (dba Olympic Medical Center) has placed a levy lid on the ballot, hospital proposition 1, which is necessary to support the viability of 24/7/365 hospital operations, help keep critically needed services local and reinforce the ability to recruit and retain a quality workforce to Clallam County. If passed, hospital proposition 1 will result in a levy rate starting in 2024 of .75 cents per \$1,000 assessed property valuation for a total annual levy amount of approximately \$12 million.

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 a Resolution establishing a position in support of Proposition I Olympic Medical Center Public Hospital District No. 2 Levy Lid Lift for Health Care Services.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Darryl Wolfe – Olympic

Date submitted: 7-1-24

* 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)



RESOLUTION _____, 2024

ESTABLISHING A POSITION IN SUPPORT OF PROPOSITION 1
OLYMPIC MEDICAL CENTER PUBLIC HOSPITAL DISTRICT NO. 2
LEVY LID LIFT FOR HEALTH CARE SERVICES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 42.17A.555 permits the members of an elected legislative body to express a collective decision to support a ballot proposition.
2. The Clallam County Board of Commissioners has complied with the procedural requirements of that statute and wishes to express a collective decision in support of a ballot proposition.
3. Clallam County Public Hospital District No. 2 (dba Olympic Medical Center) has placed a levy lid on the ballot, hospital proposition 1, which is necessary to support the viability of 24/7/365 hospital operations, help keep critically needed services local and reinforce the ability to recruit and retain a quality a workforce to Clallam County.
4. The current levy provides 2% of Olympic Medical Center's operating budget and is the community's share of the cost of providing medical care that meets the community needs.
5. If passed, hospital proposition 1 will result in a levy rate starting in 2024 of .75 cents per \$1,000 assessed property valuation for a total annual levy amount of approximately \$12 million.

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

1. Establish a position in support of Proposition 1 – Olympic Medical Center Public Hospital District No. 2 Levy Lid Lift for Health Care Services.

PASSED AND ADOPTED this 16th day of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

Presented by:
Darryl Wolfe, CEO



OLYMPIC
MEDICAL CENTER

Healthcare is on the ballot

olympicmedical.org

OMC is a public hospital

Locally owned by the community and governed by elected officials

- Created by communities to fill the gaps in what the community needs for health care
- Public hospitals like OMC mostly rely on revenue from providing healthcare services (like many other hospitals), but the tax base helps bridge gaps and keep basic and critical services local



OMC is a public hospital

Locally owned by the community and governed by elected officials

- Services have been developed to meet the demands of our specific community
- Caring for the most vulnerable in our community is an important part of what we do



Essential services that save lives

OMC provides crucial hospital services 24/7/365



- We provide medical care for patients regardless of ability to pay
- Our 20-room ER managed 26,200 ER visits in 2023
- We managed 591 trauma level cases thanks to our 24/7 access to general surgery, orthopedics, diagnostic imaging and more
- 398 births in our labor and delivery in 2023
- We average about 40 patients in the hospital daily

Healthcare close to home

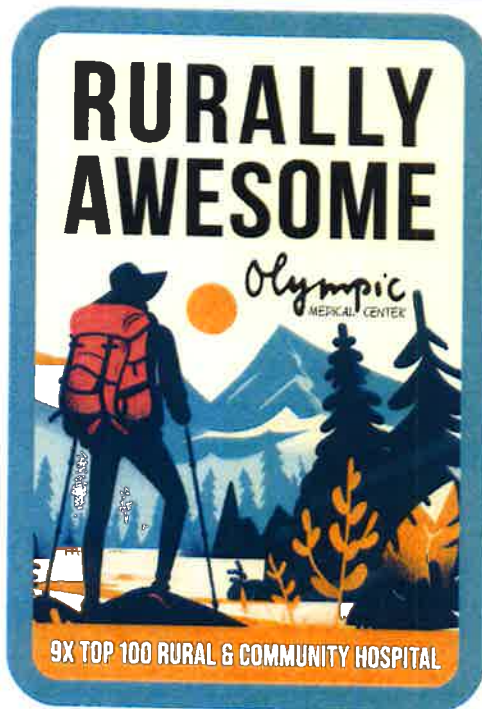
The best care is often local care



- Locally accessible care best is crucial for seniors and our most vulnerable populations
- Independent providers, such as stand-alone surgery and imaging centers, can provide value; however, they can control their payer mix to manage their profits. Most accept minimal Medicaid volumes (if at all), for example.
- Rural healthcare is an ecosystem

Employees are our greatest assets

We have great healthcare workers who provide excellent care



- 1,550 employees care for you
- Reasonable and competitive wages, as well as stability, are crucial to the retention and recruitment of a quality workforce
- As the largest employer in Clallam County, OMC is a critical economic force in addition to being the anchor of our local health care system

Proposition 1

If passed, Prop 1 supports the viability of 24/7/365 essential services and more

- **Public Hospital District No. 2 operations levy**
 - The current levy provided \$4.9 million to OMC in 2023
 - Last levy lift in 2008
- **Proposition 1**
 - If passed, hospital proposition 1 will support the viability of 24/7/365 essential services, help keep critically needed services local, reinforce our ability to recruit and retain our quality workforce, and give us flexibility and options for *meeting future health care needs of the community*.

** The Commission of Public Hospital District No. 2, Clallam County, Washington (Olympic Medical Center) adopted Resolution No. 556 concerning the district's regular property tax levy. If approved, this proposition would provide additional operating and capital funds for hospital and other health care services. It authorizes a maximum regular property levy rate for collection in 2025 of 75 cents per \$1,000 of assessed value.

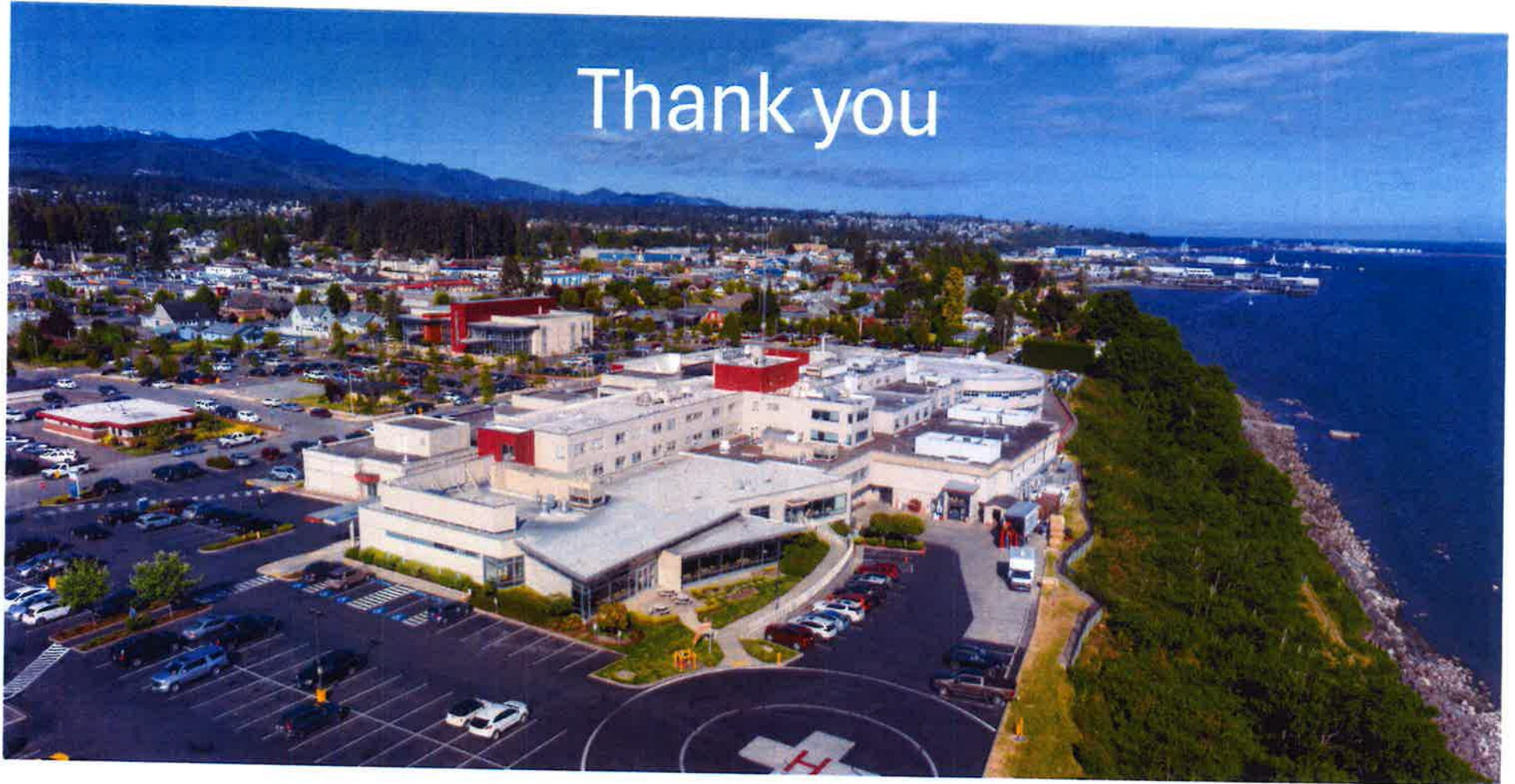


Proposition 1

(cont.)

- If passed, the levy will provide an estimated \$12 million to support essential health care services at Olympic Medical Center, including labor and delivery, trauma and emergency services, and intensive hospital care

Thank you



Recent additions

Newer members of our provider team

- **Orthopedics trauma care:** Adam Cota, MD
- **Walk-in Clinic:** Julianne Knezovich, PA-C & Emily Pulte, PA-C
- **Primary care:** Erica Lena, ARNP
- **Wound care:** Richard Standaert, MD
- **Cancer care:** Charene Alderman, ARNP
- **Cardiology:** Zina Hajduczuk, MD ["Hi-due-check"]
- **Midwifery:** Jacqueline Clubine, ARNP, CNM

Look who's coming to OMC

A peek at our new providers

- **Cancer care:** Lesley Cruz, DNP (July)
- **Orthopedics:** Sara Heck, PA-C (August)
- **Urology:** Timothy Hewitt, MD and Laurel Mast, MD (September)
- **Primary Care:** Matthew Sturm, MD (October)
- **OB/Gyn:** Emily Walle, DO (Mid-2025)



**PUBLIC HOSPITAL DISTRICT NO. 2
CLALLAM COUNTY, WASHINGTON**

RESOLUTION NO. 556

A RESOLUTION of the Commission of Public Hospital District No. 2, Clallam County, Washington (Olympic Medical Center), relating to regular property taxes; providing for the submission to the qualified electors of the District at a special election to be held on August 6, 2024, of a proposition authorizing the District to levy regular property taxes in excess of the limitations imposed by chapter 84.55 RCW; setting forth the text of the ballot proposition; directing proper District officials to take necessary actions; and providing for other properly related matters.

BE IT RESOLVED BY THE COMMISSION OF PUBLIC HOSPITAL DISTRICT NO. 2, CLALLAM COUNTY, WASHINGTON (Olympic Medical Center), as follows:

Section 1. Findings. The Commission (the "Commission") of Public Hospital District No. 2, Clallam County, Washington (Olympic Medical Center) (the "District"), hereby makes the following findings and determinations:

(a) Under the provisions of RCW 70.44.060, public hospital districts are authorized to levy regular property taxes at a rate of up to 75 cents per \$1,000 of assessed value for purposes of operating and maintaining the hospital and health care facilities and services of the public hospital district.

(b) In 2024, the District levied regular property taxes at the rate of 31.7 cents per \$1000 of assessed value.

(c) RCW 84.55.010 and RCW 84.55.092 provide that the levy for a taxing district in any year shall be set so that the regular property taxes payable in the following year shall not exceed the "limit factor" multiplied by the amount of regular property taxes lawfully levied for such district in the highest of the three most recent years in which such taxes were levied for such district, or the highest amount that could have been levied in any year since 1985, plus an additional dollar amount calculated by multiplying the increase in assessed value in that district resulting from (i) new construction, (ii) increases in assessed value due to construction of wind turbine, solar, biomass, and geothermal facilities, (iii) improvements to property, and (iv) any increase in the assessed value of state-assessed property by the regular property tax levy rate of that district for the preceding year.

(d) RCW 84.55.005 provides that the limit factor for taxing districts with a population of less than 10,000 in the calendar year prior to the assessment year is 101% and for taxing districts with a population equal to or greater than 10,000 is the lesser of 101% or one hundred percent plus inflation unless an increase greater than this limit is approved by the voters of the district at an election provided by RCW 84.55.050.

(e) Because the District's current levy rate is below its statutory maximum of 75 cents, an increase in the levy rate to 75 cents requires voter approval pursuant to the provisions of 84.55.050(1).

(f) The Commission has determined that it is necessary and in the best interest of the residents of the District to seek voter approval for a regular property tax levy to provide additional operating and capital funds to support the delivery of hospital and other health care services to the District's residents and other persons served by the District.

(g) The Commission has determined that it is essential and necessary for the public health, safety, and welfare of the District residents that the District levy a regular property tax at a rate of 75 cents per \$1000 of assessed value beginning in 2025.

Section 2. Calling of Election. The Commission finds that it is in the best interests of the District to submit to the qualified voters of the District, at a special election on August 6, 2024, a proposition authorizing the District to levy regular property taxes in 2024 for collection in 2025 by an amount greater than otherwise permitted under chapter 84.55 RCW and to use the dollar amount of such levy in 2025 for the purpose of computing limitations for the District's levies in subsequent years. If this proposition is approved, the Commission will be authorized to adopt, in accordance with its regular budget process, a regular property tax levy as described in Section 3.

Section 3. Description of Ballot Proposition. The Commission seeks voter approval under RCW 84.55.050(1) for a levy lid lift, as follows:

(a) **Maximum Levy Rate Authorized for Levy in 2024 and Collection in 2025.** The proposition would authorize a maximum total regular levy rate of 75 cents per \$1,000 of assessed value for levy in 2024 and collection in 2025.

(b) **Increase Authorized in Future Years.** The dollar amount of the maximum allowable levy under chapter 84.55 RCW levied in 2024 for collection in 2025 shall be used for the purpose of computing the limitations on levies in subsequent years under chapter 84.55 RCW.

Section 4. Ballot Proposition. Pursuant to RCW 29A.36.071, the Clallam County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition in the form of a ballot title in substantially the following form:

PUBLIC HOSPITAL DISTRICT NO. 2
CLALLAM COUNTY, WASHINGTON (OLYMPIC MEDICAL CENTER)
PROPOSITION NO. 1

LEVY LID LIFT FOR HEALTH CARE SERVICES

The Commission of Public Hospital District No. 2, Clallam County, Washington (Olympic Medical Center) adopted Resolution No. 556 concerning the district's regular property tax levy. If approved, this proposition would provide additional operating and capital funds for hospital and other health care services. It authorizes a maximum regular property levy rate for collection in 2025 of 75 cents per \$1,000 of assessed value. The 2025 levy amount will be used for the purpose of computing the limitations for levies in subsequent years. Should this proposition be:

APPROVED ☐

REJECTED ☐

Section 5. Filing with Auditor. The Superintendent of the District, or his designee, is authorized and directed (a) to present a certified copy of this resolution to the Auditors of Clallam County, Washington, on or before May 3, 2024, and (b) to perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid election, for their approval or rejection, the proposition of whether or not the District should increase the levy rate as herein provided.

Section 7. Notices. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Commission hereby designates: (a) Darryl Wolfe, Chief Executive Officer (360-417-7705, dwolfe@olympicmedical.org); and (b) legal counsel, Foster Garvey PC (Brad Berg, 206-447-8970, brad.berg@foster.com) as the individuals to whom such notice should be provided. The chief executive officer of the District and President of the Commission are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Clallam County Auditor or the Clallam County Prosecuting Attorney.

Section 6. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, or of the levy or collection of the taxes.

Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED by the Commission of Public Hospital District No. 2, Clallam County, Washington, at a regular open public meeting thereof of which due notice was given as provided by law this 1st day of May 2024, the following Commissioners being present and voting.



President and Commissioner



Secretary and Commissioner



CERTIFICATION

I, the undersigned, Secretary of the Commission of Public Hospital District No. 2, Clallam County, Washington (the "District"), hereby certify as follows:

1. The attached copy of Resolution No. 556 (the "Resolution") is a full, true and correct copy of a resolution duly adopted at a regular open meeting of the Commission of the District held at the regular meeting place thereof on May 1, 2024, as that resolution appears on the minute book of the District; and
2. A quorum of the members of the Commission was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of May, 2024.

PUBLIC HOSPITAL DISTRICT NO. 2,
CLALLAM COUNTY, WASHINGTON



Secretary of the Commission



7
JUL 08 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 7/8/24**

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 # 815-24-06 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Our correctional facility periodically holds offenders on behalf of the Department of Corrections. On those occasions we invoice to recoup the costs incurred on behalf of a that agency. This agreement renews the term of this arrangement as well as revises the costs and methods of calculation so that the reimbursed rate is up to date with current costs.

Budgetary impact: allows updated rate to be invoiced, more accurately offsetting costs.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

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

Name of Employee/Stakeholder attending meeting: _Don Wenzl_____

Relevant Departments: _____ Sheriff _____

Date submitted: 7/2/24

* 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
Department of Corrections**

**Contract No. K9433
Amendment No. 5**

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "DOC" or "Department," and Clallam County, hereinafter referred to as "County" or "Contractor," for the purpose of amending the above-referenced Contract, heretofore entered into between Department and County.

WHEREAS the purpose of this Amendment is to extend the term, update the per diem billing rate, add data sharing terms and conditions, and add language regarding the last day bed payment by updating the definition of "Offender day," modifying related sections, and replacing Attachment C. A term is also replaced.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, Department and Contractor agree as follows:

Replacement of Terms. All occurrences of the term "Offender" and "offender" in the Agreement shall be replaced with the term "Incarcerated Individual." All such replacements shall be applicable for the singular, plural, and possessive forms of the respective terms thereof.

ARTICLE I, SECTION 1.13 is hereby amended as follows:

Section 1.13 ~~((Offender day))~~ **Incarcerated Individual day** – means any day a Department ~~((offender))~~ **Incarcerated Individual** is in the custody of the Contractor including the first and last day the ~~((offender))~~ **Incarcerated Individual** is sanctioned or held by the Department to a term of confinement to be served in the Facility.

Section 1.13.1 An ~~((offender day))~~ **Incarcerated Individual day** ends at midnight ~~((of the day immediately preceding the day))~~ of the ~~((offender's))~~ **Incarcerated Individual's** release from the Department's sanction, transferred to a Department institution, transferred to another Facility, released to the custody of the Department, or released to the community.

Section 1.13.2 An ~~((offender))~~ **Incarcerated Individual** day shall not include any day that is by state law the financial responsibility of the Contractor or any other jurisdiction.

ARTICLE II, SECTION 2.1 is hereby amended as follows:

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the Parties relating to the confinement, care, and treatment of Department ~~((offenders))~~ **Incarcerated Individuals**. This Agreement commences on January 1, 2016, and continues through ~~((June 30, 2024))~~ **June 30, 2026**, unless terminated by either party pursuant to this Contract.

ARTICLE II, SECTION 2.4 is hereby amended, in part, as follows:

Section 2.4 Per Diem Billing. [...] Beginning January 1, 2022, through December 31, 2022, the per diem rate is ninety-three dollars and seventy-one cents (\$93.71) per Department ~~((offender))~~ Incarcerated Individual. Beginning January 1, 2023, through June 30, 2024, the per diem rate is ninety-eight dollars and thirty-nine cents (\$98.39) per Department ~~((offender))~~ Incarcerated Individual. The per diem rate for July 1, 2024, to June 30, 2025, is \$103.31, and the per diem rate for July 1, 2025, to June 30, 2026, is \$108.47.
[...]

Section 2.4.2 The Department's financial responsibilities under this Contract terminate ~~((when the Department takes custody of the Department offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earlier.))~~ at midnight on the day of the earliest occurring of the following:

- Department takes custody of the Department Incarcerated Individual;
- Department's sanction has been served; or
- Department's hold or detainer is no longer valid.

ATTACHMENT C, JAIL BED REIMBURSEMENT FORM/ MEDICAL REIMBURSEMENT FORM is hereby replaced in its entirety by ATTACHMENT C-1, MEDICAL BILLING REIMBURSEMENT FORM/ INCARCERATED INDIVIDUAL HOUSING INVOICE, which is attached hereto and incorporated by reference herein.

ATTACHMENT D, DATA SHARING AND ACCESS TO INFORMATION TECHNOLOGY RESOURCES TERMS AND CONDITIONS, which is attached hereto and incorporated herein, is added and incorporated into the Contract as though fully set forth therein.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is **July 01, 2024**.

[Remainder of this page intentionally left blank. Signature page follows.]

THIS CONTRACT AMENDMENT, consisting of three (3) pages and two (2) attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CLALLAM COUNTY SHERIFF'S OFFICE

WASHINGTON STATE DEPARTMENT OF
CORRECTIONS

 07/02/24

Sheriff Date

Daryl A. Huntsinger, Date
Contracts Administrator

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Chair Date

ATTEST (Clerk):

Clerk of the Board Date

Approved as to form by:



Contractor's Attorney

Approved as to Form: This Amendment format was
approved by the office of the Attorney General.
Approval on file.

MEDICAL BILLING REIMBURSEMENT FORM/ INCARCERATED INDIVIDUAL HOUSING INVOICE
 (County/City/Tribal) Jail
 (Street Address)
 (Phone Number)

(Month) 2015
 Total Amount (\$00.00)

Bill to:
 Washington State Department of Correction
 P.O. Box 41149
 Olympia, WA 98504 (360) 725-8620
DOCViolatorbedbilling@DOC1.WA.GOV

Daily Bed Day Rate: \$65.00

Name	DOC #	DOB	DOC start date Sanction/Confinement	DOC End/Transfer date for Sanction/Confinement	Total # of billed DOC Days	Total amount billed to DOC
Doe, Jane	123456	1/15/89	7/19/15	7/21/15	3	\$195.00
Smith, Johnny	121212	2/26/62	7/8/15	7/20/15	13	\$845.00
County Border Exchange Days:						
Jahnsen, Doe	555555	10/31/92	8/1/15	8/1/15	1	\$65.00
TOTAL					17	\$1,105.00

Last Name	First Name	DOC#	Date of Birth	Date of Service	Medical Facility or RX name, & strength	RX quantity or # of days	RX # or reason for treatment	Name of jail staff contacting DOC medical staff	Date and time of contact with medical staff	Name of DOC medical staff contacted	Copy of approved non-formulary request attached, if available? Y, N or N/A	Copy of off-site medical provider claim form and/or Contractors' original pharmacy bill attached as required? Y/N	Amount of copay paid by Incarcerated Individual if any	Amount paid by contractor	Amount billed to DOC
Doe	Jane	123456	1/15/89	7/20/15	Gabapentin 30 MG Tab	3 pills	1234561	Elmer Phud	7/20/15; 12:34 pm	Tammy Williams	Y	Y	\$1.00	\$12.50	\$11.50
Smith	Johnny	121212	2/26/62	7/10/15	St Joseph's Hospital	7 days	Chest pain	Erin Rogers	7/10/15; 2:40 am	Lisa Russell-Tutty	N/A	Y	\$ -	\$2,500.00	\$2,500.00
Jahnsen	Doe	555555	10/31/92	8/1/15	Walla-Walla General Hospital	5 weeks	Foreign object removal	Billie Goat	8/1/15; 4:10 pm	Sarah Nichols	N/A	Pending	\$4.00	\$5,000.00	\$4,996.00

ATTACHMENT D

DATA SHARING AND ACCESS TO INFORMATION TECHNOLOGY RESOURCES TERMS AND CONDITIONS

1. GENERAL

- 1.1 The purpose of the Data Sharing and Access to Information Technology Resources Terms and Conditions is to set forth the terms and conditions under which the Department of Corrections ("WADOC") will allow the restricted use of its confidential information to Clallam County ("Requestor"), and under which Requestor may receive and use the confidential information. This Agreement further sets forth the terms and conditions under which WADOC will allow the restricted use of and access to its information technology (IT) resources ("IT Resources") and under which Requestor may access and use those IT Resources. This Agreement ensures that confidential information and access to IT resources are provided, protected, and used only for purposes authorized by this Agreement and in accordance with state and federal law.
- 1.2 WADOC may provide Requestor with confidential information necessary for Requestor to perform the Agreement, including Protected Health Information of individuals under the jurisdiction of the Department.
- 1.3 The data to be shared under this Agreement may include Category 3 – Confidential Information and Category 4 – Confidential Information Requiring Special Handling, based upon classification categories developed by the Washington State Office of the Chief Information Officer (hereinafter referred to as "OCIO"). Data will be on an individual-level and non-aggregated, with personal identifiers. All data and information provided to Requestor by Department pursuant to this Agreement is hereinafter referred to as "WADOC Data."

2. USE OF DATA AND IT RESOURCES

- 2.1 Requestor and its employees, agents, volunteers, contractors, and subcontractors (collectively referred to herein as "Requestor") with access to WADOC Data and/or IT Resources shall access and use such data and/or resources only for the purposes set forth in this Agreement. This Agreement does not constitute a release of WADOC Data and/or IT Resources for Requestor's discretionary use. WADOC Data and IT Resources may be accessed only to carry out the responsibilities specified herein. Any ad hoc analyses or other use of WADOC Data or IT Resources not specified in this Agreement is not permitted without the prior written agreement of WADOC.
- 2.2 Requestor shall comply with the policies, standards, and guidelines of the OCIO; WADOC Policy 280.310 – Information Technology Security; WADOC Policy 280.515 – Data Classification and Sharing; the terms and conditions set forth in this Agreement; and all applicable state and federal laws in its treatment of WADOC Data and IT Resources.
- 2.3 Neither the state of Washington nor WADOC guarantee or warrant the accuracy, timeliness, or completeness of WADOC Data. Requestor understands and assumes all risks and liabilities of use and misuse of WADOC Data or IT Resources by Requestor.

- 2.4 Requestor shall not use, transfer, sell, or otherwise disclose WADOC Data gained by reason of this Agreement for any purpose that is not directly connected with the purpose, justification, and permitted uses of this Agreement, except as provided by law or with the prior written consent of WADOC and the individual or personal representative of the individual who is the subject of the WADOC Data, if any.
- 2.5 (Omitted.)
- 2.5.1 (Omitted.)
- 2.5.2 (Omitted.)
- 2.5.3 (Omitted.)
- 2.6 Requestor is not authorized to update or change any WADOC Data, and any updates or changes to WADOC Data shall be cause for immediate termination of this Agreement.
- 2.7 PUBLICATION OF WADOC DATA.
- 2.7.1 Any and all reports utilizing or derived from WADOC Data shall be subject to review by WADOC prior to publication or presentation. Requestor shall provide all draft materials to WADOC for review of usability, data sensitivity, data accuracy, completeness, and consistency with WADOC standards at least twenty (20) working days prior to the presentation or publication of any report utilizing or derived from WADOC Data.
- 2.7.2 Requestor shall include the following statement with any publication utilizing or derived from WADOC Data:
- "This material utilizes confidential information from the Washington State Department of Corrections (WADOC). Any views expressed here are those of the author(s) and do not necessarily represent those of the WADOC or other data contributors. Any errors are attributable to the author(s)."
- 2.8 Any data that is derived from WADOC Data or which could not have been produced but for the use of WADOC Data shall be considered WADOC Data and is subject to the terms and conditions set forth in this Agreement.
- 2.9 The requirements in this section shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement.

3. DATA SECURITY

- 3.1 PROTECTION OF DATA. All electronic data provided by WADOC shall be stored on an encrypted hard drive in a secure environment with access limited to the fewest number of staff needed to complete the purpose of this Agreement.
- 3.1.1 Workstation hard disk drives. Data stored on local workstation hard disks shall be encrypted with a FIPS approved cryptographic algorithm. Access will be restricted to

authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.

- 3.1.2 Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders shall be encrypted with a FIPS approved cryptographic algorithm. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies must be encrypted if recorded to removable media.
- 3.1.3 Optical discs (e.g., CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by WADOC on optical discs that will be used in local workstation optical disc drives and will not be transported out of a secure area shall be encrypted with a FIPS approved cryptographic algorithm. When not in use, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key combination, or mechanism required to access the contents of the container. Workstations which access WADOC Data on optical discs must be located in an area accessible only to authorized individuals, with access controlled through use of key, card key, combination lock, or comparable mechanism.
- 3.1.4 Optical discs (e.g., CDs, DVDs, Blu-Rays) in drives or other devices attached to a network. Data provided by WADOC on optical discs that will be used in drives or other devices attached to a network shall be encrypted with a FIPS approved cryptographic algorithm. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. The optical discs must be located in an area accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 3.1.5 Paper documents. Any paper records must be protected by storing the records in a secure area accessible only to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 3.1.6 Portable Devices. Within this Agreement, portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers. Portable media includes, but is not limited to optical media (e.g., CD's, DVD's, Blu-Rays), magnetic media (e.g., floppy disks, Zip or Jaz disks or drives), and flash media (e.g., Compact Flash, SD Card, MMC).

- Requestor shall not store WADOC Data on portable devices or portable media unless specifically authorized within this Agreement. If so authorized, the Requestor shall:
- Encrypt the data with a FIPS approved cryptographic algorithm.
- Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
- Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is twenty (20) minutes.
- Physically protect the portable device(s) and/or media by keeping them in locked storage when unused; using check-in/check-out procedures when device or other media is being shared; taking frequent inventories of media, and access to media by users.
- When being transported outside of a secure area, portable devices and media with confidential WADOC Data must be under the physical control of Requestor's staff with authorization to access the data.

3.1.7 Backup Data Storage

3.1.7.1 WADOC Data may be stored on Portable Devices that meet the requirements for such storage as part of Requestor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during normal backup operations. If backup media is retired while WADOC Data still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements of this Agreement.

3.1.7.2 Data may be stored on non-portable media (e.g., Storage Area Network drives, virtual media, etc.) that meet the requirements for such storage as part of a Requestor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Agreement. If this media is retired while WADOC Data still exists upon it, the WADOC Data will be destroyed at that time in accordance with the disposition requirements of this Agreement.

3.1.8 Cloud Storage. WADOC Data requires protections equal to or greater than those specified in this agreement. Cloud storage of WADOC Data is problematic as neither DOC nor the Requestor has control of the environment in which the WADOC Data is stored. For this reason:

3.1.8.1 WADOC Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

- (1) Requestor has written procedures in place and governing the use of Cloud storage and Requestor attests in writing that all such procedures will be uniformly followed.
- (2) WADOC Data will be Encrypted while within the Requestor's network.
- (3) WADOC Data will remain Encrypted during transmission to the Cloud.
- (4) WADOC Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (5) Requestor will possess a decryption key for the WADOC Data and the decryption key will be possessed only by Requestor and/or DOC.
- (6) WADOC Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DOC network or Requestor's network.
- (7) WADOC Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DOC's network or Requestor's network.

3.1.8.2 WADOC Data will not be stored on an Enterprise Cloud storage solution unless either:

- (1) The Cloud storage provider is treated as any other subcontractor and agrees in writing to all the requirements within this Attachment; or
- (2) The cloud storage solution used is FedRAMP certified.

3.1.8.3 If WADOC Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to storing WADOC Data in their Cloud solution.

3.1.8.4 Definitions. The words and phrases used in this provision shall have the following definitions:

- (1) "Business Associate Agreement" means an agreement between DOC and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
- (2) "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and

often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

- (3) "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- (4) "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

3.2 SYSTEM PROTECTION. To prevent the compromise of systems that contain WADOC Data or through which WADOC passes:

- 3.2.1 Systems containing WADOC Data must have all security patches or hotfixes applied within three (3) months after such patches or hotfixes are made available.
- 3.2.2 Requestor must have a process to ensure that the requisite patches and hotfixes have been identified and applied within the required timeframe.
- 3.2.3 Systems containing WADOC Data shall have anti-malware application installed, if such an application is available.
- 3.2.4 Anti-malware software shall be kept up to date. The product, anti-virus engine, and any malware database used will be no more than one (1) update behind the most current version.
- 3.2.5 Requestor's patch management process must meet or exceed the then-current standards promulgated by the National Institute of Standards and Technology (NIST), which may be found at the time of drafting in NIST Special Publication 800-40.
- 3.2.6 The system architecture must provide continuous monitoring of both internal and external activity for anomalies and identify, report, and defend against security intrusions before data is compromised.
- 3.2.7 Requestor shall conduct penetration tests at least once every twenty-four (24) months, system vulnerability assessments at least monthly, and application vulnerability assessments prior to the production release of any changes to source code.

- 3.2.8 Requester's application/system development practices must be consistent with those promulgated by NIST for low to moderate impact systems, which may be found in NIST SP 800.64 at the time of drafting.
 - 3.2.9 Requestor warrants that its application/system does not contain any of the Open Web Application Security Project's top ten (10) vulnerabilities.
 - 3.2.10 Requestor has a practice of systematic collection, monitoring, alerting, maintenance, retention, and disposal of security event logs and application audit trails. Logs and audit trails are written to an area inaccessible to system users and are protected from editing. At a minimum, the logs and audit trails must provide historical details on all transactions within the system that are necessary to reconstruct activities, including, but not limited to, recording the type of event, date, time, account identification, and machine identifiers for each logged transaction. Audit and log files can be analyzed by type in order to find emerging issues or trends. Requestor's system must trigger immediate notification to appropriate system administrators for severe incidents. Logs must be secured against unauthorized changes. Logs must be retained for at least six (6) months.
- 3.3 SAFEGUARDS AGAINST UNAUTHORIZED USE AND RE-DISCLOSURE OF DATA. Requestor shall exercise due care to protect all data from unauthorized physical and electronic access. Both parties shall establish and implement the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:
- 3.3.1 Access to information provided by WADOC will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement and/or contract which this Agreement concerns.
 - 3.3.2 Requestor will store the information in an area that is safe from access by unauthorized persons during work hours as well as non-work hours, or when otherwise not in use.
 - 3.3.3 Requestor will design, implement and maintain an information security program designed to meet at least an industry standard ability to protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
 - 3.3.4 Requestor shall take precautions to ensure that only authorized personnel and agents are given access to files containing confidential or sensitive data.
 - 3.3.5 Requestor shall take due care and reasonable precautions to protect WADOC Data from unauthorized physical and electronic access.
 - 3.3.6 Both parties shall meet or exceed the requirements set forth in the OCIO's policies and standards for data security and access controls to ensure the confidentiality, availability, and integrity of all data accessed.

4. DATA SEGREGATION

4.1. WADOC Data provided pursuant to this Agreement must be segregated or otherwise distinguishable from non-WADOC Data. This requirement ensures that all WADOC Data can be identified for return or destruction upon expiration, termination, or completion of work under this Agreement. It also aids in determining whether WADOC Data has or may have been compromised in the event of a security breach.

4.2. METHODS OF DATA SEGREGATION.

4.2.1 Electronic Media. If WADOC Data is stored on electronic media (e.g., hard disk, optical disc, magnetic tape):

4.2.1.1 Such electronic media shall contain only WADOC Data; or

4.2.1.2 WADOC Data shall be stored in a partition or folder or other logical container dedicated to WADOC Data;

4.2.2 Database. If WADOC Data is stored in a database:

4.2.2.1 Such database shall contain only WADOC Data; or

4.2.2.2 WADOC Data shall be distinguishable from non-WADOC Data by the value of a specified field or fields within database records.

4.3 Paper Documents. If WADOC Data is stored as physical paper documents, such documents shall be physically segregated from non-WADOC Data and secured in a drawer, folder, or other container, with access limited to only authorized individuals.

4.3 When it is not feasible or practical to segregate WADOC Data from non-WADOC Data using the methods set forth above, then both the WADOC Data and the non-WADOC Data with which it is commingled must be protected as described for WADOC Data in this Agreement.

5. DATA CONFIDENTIALITY

5.1 Requestor acknowledges the personal or confidential nature of the information and agrees that all employees, agents, volunteers, contractors, and subcontractors with access to WADOC Data, and third parties with whom WADOC Data is shared, shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the WADOC Data. Requestor is responsible for ensuring all such employees, agents, volunteers, contractors, subcontractors, and third parties are aware of and abide by the data use and security provisions set forth in this Agreement and any amendments, attachments, or exhibits hereto. Requestor is responsible for timely providing the Department with duly executed Statements of Confidentiality and Non-Disclosure and Certifications of Data Disposition for all such employees, agents, volunteers, contractors, subcontractors, and third parties. Requestor acknowledges that the failure to meet the requirements set forth in this section is, at WADOC's discretion, cause for termination.

5.2 (Omitted.)

5.2.1 (Omitted.)

5.2.2 (Omitted.)

5.3 PENALTIES FOR UNAUTHORIZED DISCLOSURE OF INFORMATION.

In the event Requestor fails to comply with any material term of this Agreement, WADOC shall have the right to take any and all actions to remedy such failure and its effects that WADOC, in its sole discretion, deems reasonable under the circumstances. Any costs, fees, or expenses, including legal costs, incurred by WADOC as a result of Requestor's failure to comply with the terms of this Agreement shall be recoverable from Requestor. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law and to legal remedies available to parties injured by unauthorized disclosure.

6. INCIDENT NOTIFICATION AND RESPONSE

6.1 The compromise or potential compromise of WADOC Data that may be a breach that requires notice to affected individuals under RCW 42.56.590, RCW 19.255.010, or any other applicable breach notification law or rule must be reported to the WADOC Contract Manager and WADOC Chief Information Security Officer in writing within one (1) business day of discovery.

6.2 If Requestor does not have full details about the incident, it will report what information it has and provide full details as soon as possible but no later than ten (10) business days after the date of discovery. To the extent possible, these initial reports must include at least:

6.2.1 The nature of the unauthorized use or disclosure, including a brief description of the event of unauthorized use or disclosure, the date of the event, and the date of discovery.

6.2.2 A description of the types of information involved.

6.2.3 The investigative and remedial actions Requestor or its subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.

6.2.4 Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable breach notification law or rule.

6.2.5 Any other information WADOC reasonably requests.

6.3 As soon as reasonably practicable, Requestor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or WADOC.

6.4 If, in the sole judgment of WADOC, notifications to individuals must be made, Requestor will further cooperate and facilitate notification to required parties, which may include notification to affected individuals, the media, the Attorney General's Office, or other authorities based on applicable law.

At WADOC's discretion, Requestor may be required to directly fulfill notification requirements, or if WADOC elects to perform the notifications, Requestor must reimburse WADOC for all associated costs.

6.5 Requestor is responsible for all costs incurred in connection with a security incident, privacy breach, or potential compromise of WADOC Data, including, but not limited to:

6.5.1 Computer forensics assistance to assess the impact of a data breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with breach notification laws.

6.5.2 Notification and call center services for individuals affected by a security incident or privacy breach, including fraud prevention, credit monitoring, and identity theft assistance.

6.5.3 Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security laws or regulations.

6.6 Requestor's obligations regarding incident notification survive the termination of this Agreement and continue for as long as Requestor maintains WADOC Data and for any breach or potential breach, at any time.

7. DISPOSITION OF DATA

7.1 TIME OF DISPOSAL. Requestor shall immediately dispose of WADOC Data upon: (a) the expiration of the Agreement; (b) the termination of the Agreement; (c) the completion of work that required the data; and (d) one (1) year from the date the WADOC Data was made available to Requestor.

7.2 METHOD OF DISPOSAL. At WADOC's option, the disposal required in this section may be accomplished by the destruction of WADOC Data, the return of WADOC Data to WADOC, or a combination of both. Requestor shall perform all other actions WADOC determines necessary to protect WADOC Data. If WADOC does not specify a preferred method of disposal, Requestor shall destroy the WADOC Data.

7.3 (Omitted.)

7.4 METHODS OF DESTRUCTION.

7.4.1 Paper Documents.

7.4.1.1 Paper documents containing Category 3 data may be recycled by a contracted recycling firm, provided that the contract ensures the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

7.4.1.2 Paper documents containing Category 4 data shall be destroyed by on-site shredding, pulping, or incineration.

- 7.4.2 Optical Discs. Optical discs containing Category 3 or Category 4 data shall be destroyed by on-site incineration, shredding, or complete defacement of the readable surface with a coarse abrasive.
- 7.4.3 Magnetic Tapes. Magnetic tapes containing Category 3 or Category 4 data shall be destroyed by incineration, crosscut shredding, or degaussing.
- 7.4.4 Server and Workstation Hard Drives. Category 3 and Category 4 data stored on server and workstation hard drives, and other similar media, shall be destroyed by a data erasure or sanitation utility that overwrites the data at least three (3) times using either random or single character data, the degaussing of the hard drive or media sufficient to ensure that the data cannot be retrieved or reconstructed, or the complete physical destruction of the hard drive or media such that the content cannot be retrieved or reconstructed.
- 7.4.5 Portable Media. Category 3 and Category 4 data stored on portable media shall be destroyed by a data erasure or sanitation utility that overwrites the data at least three (3) times using either random or single character data, the complete degaussing of the portable media sufficient to ensure that the data cannot be retrieved or reconstructed, or the complete physical destruction of the portable media such that the content cannot be retrieved or reconstructed.
- 7.4.6 The requirements of this section shall survive the termination or expiration of this Agreement and any subsequent agreement intended to supersede this Agreement.

8. OFF-SHORE PROHIBITION

- 8.1 Requestor must maintain all hardcopies containing WADOC Data in the United States.
- 8.2 Requestor may not directly or indirectly (including through subcontractors) transport or maintain any WADOC Data, hardcopy or electronic, outside the United States unless it has advance written approval from the Department.

9. ON-SITE OVERSIGHT AND RECORDS MAINTENANCE

During the term of this Agreement, WADOC may, during normal business hours and upon reasonable written notice, audit, monitor, and review Requestor's activities and processes relevant to its obligations under this Agreement to ensure compliance therewith, within the limits of Requestor's technical capabilities. Requestor agrees to provide WADOC access to information, materials, and equipment necessary to audit, monitor, and review Requestor's activities and processes. Requestor shall cooperate with WADOC in the performance of any such audit, monitor, or review of Requestor's activities and processes.

Both parties hereto shall retain all records, books, and documents related to this Agreement for six (6) years, except for data disposed of in accordance with this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during the term of this Agreement.

10. RIGHTS IN DATA

Unless otherwise provided herein, this Agreement will not be construed to effect any transfer of right or license to the embodiments of the WADOC's Data, except to the limited extent necessary to carry out the responsibilities specified in the Agreement.



8

AGENDA ITEM SUMMARY JUL 08 2024

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: July 8, 2024**

REGULAR AGENDA ☐ **Meeting Date:**

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 RFP- Proposal Recommendation for BOCC Approval |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Emergency Management Division of the Sheriff's Office was awarded \$125,000 from the USDA under its 2022 Community Wildfire Defense Grant Program. The Sheriff's Office conducted a RFP process receiving six proposals on June 4, 2024 to provide consultant services to advise on creating a Community Wildfire Protection Plan for the County using the USDA grant. After reviewing and scoring the proposals consistent with the RFP Notice, conducting interviews with the proposed consultant teams and discussing internally the qualifications of the consultants, the Sheriff's Office has selected one of the consultant proposals to recommend to the BOCC for authority to move forward with contracting for professional services for the Community Wildfire Protection Plan project. The selected proposal is attached to the Agenda Item.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: Approve Recommendation of Consultant derived from RFP process

County Official signature & print name:  Sheriff King

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

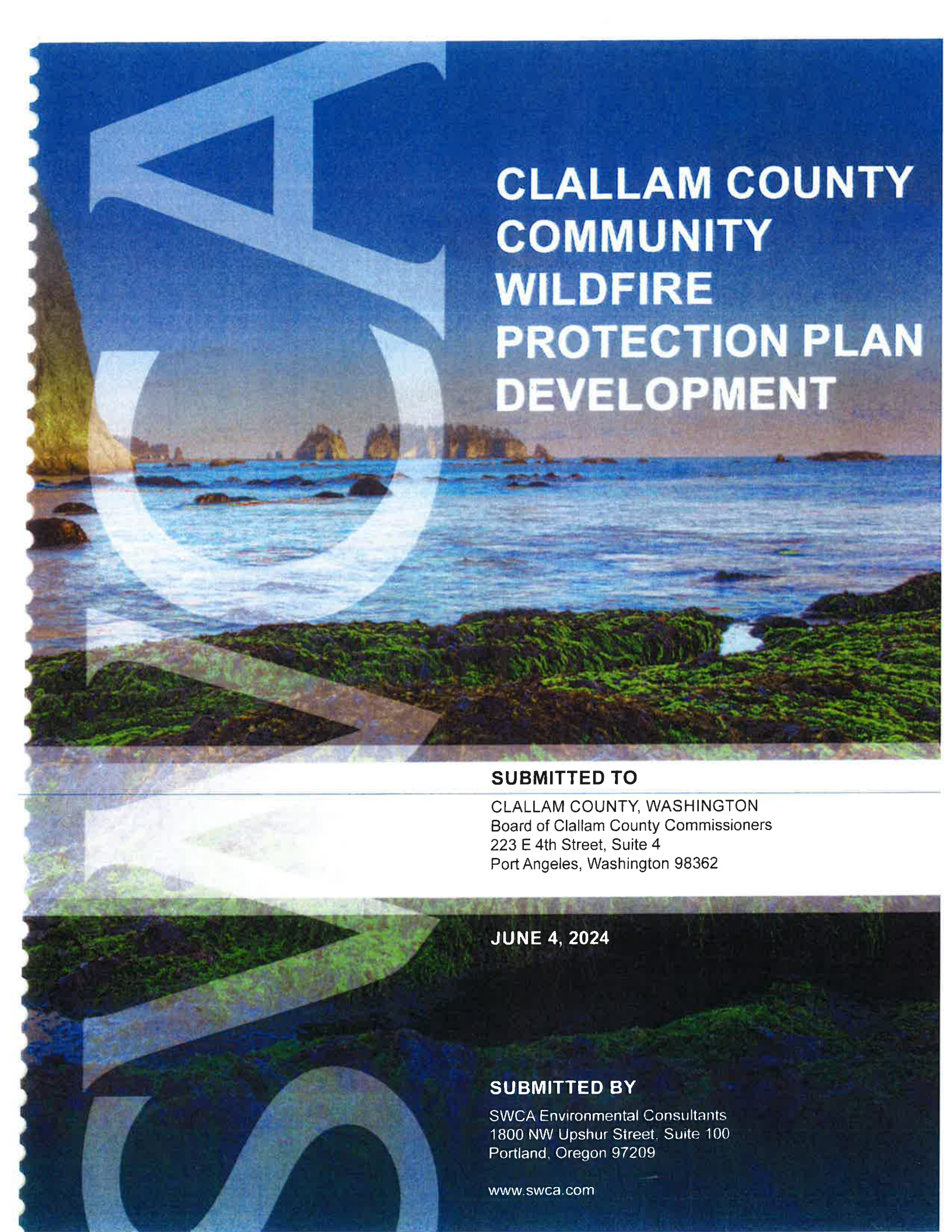
Date submitted: 07/3/24

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

Agenda Item: RFP Community Wildfire Protection Planning

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

Revised: 3-04-2019



CLALLAM COUNTY COMMUNITY WILDFIRE PROTECTION PLAN DEVELOPMENT

SUBMITTED TO

CLALLAM COUNTY, WASHINGTON
Board of Clallam County Commissioners
223 E 4th Street, Suite 4
Port Angeles, Washington 98362

JUNE 4, 2024

SUBMITTED BY

SWCA Environmental Consultants
1800 NW Upshur Street, Suite 100
Portland, Oregon 97209

www.swca.com

1. COVER LETTER

June 4, 2024

Clallam County, Washington
Board of Clallam County Commissioners
223 E 4th Street, Suite 4
Port Angeles, Washington 98362

Re: Community Wildfire Protection Plan Development

Dear Clallam County Board of Commissioners:

With wildfire events on the rise, **SWCA Environmental Consultants (SWCA)** is focused on the need to plan to reduce risk before the smoke is in the air. Communities similar to Clallam County (the County) have meaningfully improved their preparedness for wildfire and reduced the risk of loss of lives and property, habitat and wildlife, and tourism and cultural values by proactively developing community wildfire protection plans (CWPPs) in partnership with **SWCA**.

SWCA's fire and forestry team knows the wildfire risks that Washington communities face, including the County, with over 120 staff calling the Pacific Northwest home. Our SWCA team is an integral part of the current development of the Jefferson County CWPP. SWCA has developed CWPPs throughout the United States from the Kenai Peninsula, Alaska, to the city of Boulder, Colorado and the island of Martha's Vineyard, Massachusetts, leading collaborative planning processes with stakeholders to mitigate wildfire risk and improve wildfire resilience and fire adaptation across jurisdictional boundaries. Based on SWCA's experience, the scope of work we've identified will include the following:

- **Leadership and coordination of the collaborative planning process** with the County; state, Tribal, and federal agencies; fire departments; community-based groups; landowners; and other interested parties to develop a CWPP update that strikes a balance between the identification and protection of community values at risk and alignment of the County and state and federal agencies' goals for fire management and protection of resources.
- **Facilitation of thoughtful stakeholder meetings and public engagement events**, to provide scientific information in an easily digestible and interesting format and to gather valuable input for the CWPP.
- **Development of recommendations for mitigation strategies** that prioritize resilient landscapes, fire-adapted communities, and the improvement of existing wildfire response for the County and align with the Healthy Forest Restoration Act and the National Cohesive Wildland Fire Management Strategy.

Thank you for providing us with the opportunity to support this important project. We would be honored to work with the County and all interested parties to develop a defensible, action-oriented CWPP to address current and future wildfire risks. Any questions or correspondence regarding the contents of this proposal should be directed to proposed **Project Manager Matt Cook** at (503) 224-033 or matthew.cook@swca.com. Contract correspondence should be directed to **Pacific Northwest Senior Director Amanda Childs** at (503) 558-4200 or achilds@swca.com. This proposal is valid for 90 days after receipt.

Sincerely,



Matt Cook, Project Manager
1800 NW Upshur Street, Suite 100
Portland, Oregon 97209
(503) 224-0333 | matthew.cook@swca.com



Amanda Childs, Pacific Northwest Senior Director
1800 NW Upshur Street, Suite 100
Portland, Oregon 97209
(503) 558-4200 | achilds@swca.com

*Authorized to bind SWCA



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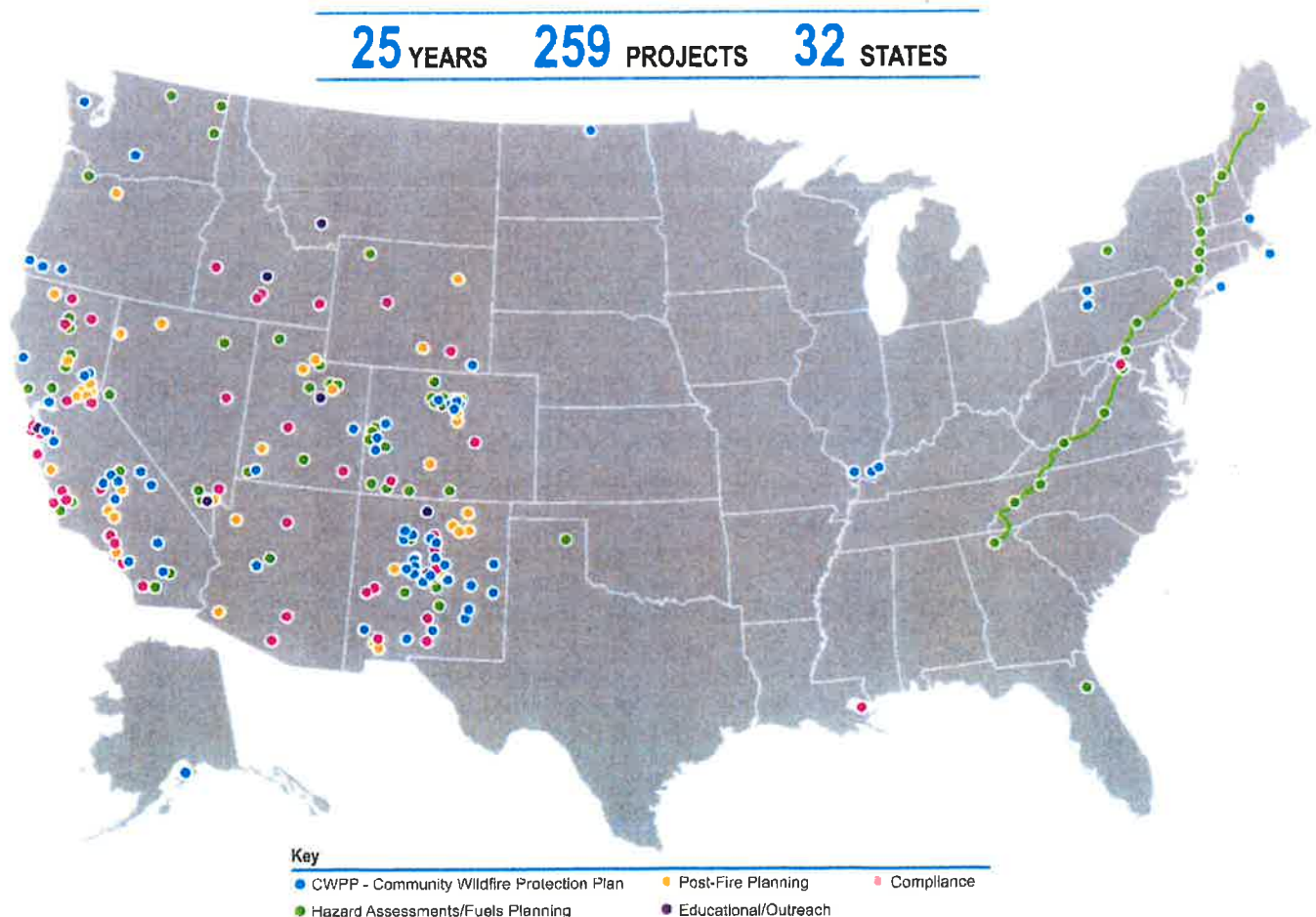
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2. PROPOSER EXPERIENCE

What makes SWCA Environmental Consultants (SWCA) the right team to develop Clallam County's (the County's) community wildfire protection plan (CWPP) is our company's focus on **Sound Science and Creative Solutions**. As a part of a moderate-sized firm of over 1,600 employees in 41 offices companywide, SWCA's local offices are small enough to take full ownership of the expectations of the communities in Clallam County and to make this CWPP our top priority. At the same time, with a Fire and Forestry Work Group consisting of almost 40 staff members supporting our wildfire planning work, we are large enough to have the appropriate staff and technical resources to prepare this CWPP update. We have developed **more than 80 CWPPs** across the United States and have assisted many communities in coordinating Firewise programs.

“ I can't say enough about SWCA on all levels. Their knowledge and commitment to the project exceeded our expectations. Working with SWCA felt like we were working with our own City staff. Their attention to detail and responsiveness was top notch. It is without reservation I would recommend SWCA for your next project. ”

– Cindi Schmitz, City of Corona Fire Marshall,
City of Corona CWPP, CA 2022



Over 120 SWCA staff call the Pacific Northwest home and have felt the impacts of recent wildfires in the state. We have supported projects throughout those states for over 40 years and have relationships with municipalities, counties, state and federal agencies, private entities, and community members that we will leverage to develop a community-based, action-oriented plan to respond to the wildfire risks the County faces. You can be confident in our ability and creativity—based on the depth of our expertise and the breadth of our resources—to complete your project not only on schedule and within budget, but also with dynamic and captivating deliverables. We always work to develop a scope of work and cost that aligns with our client’s needs and budget constraints.

“ We submitted a proposal to begin implementation of the Pope County CWPP. We were able to lift the recommendations right out of the CWPP for the proposal. Thanks for helping us get that done. ”

— Scott Crisi, USFS Fuels Specialist, Pope County CWPP, January 2017

Our CWPPs are intended to effectively evaluate fire risk and recommend priority actions to reduce the severity or risk of wildland fires. We take a comprehensive approach by connecting fire risk modeling and mapping, public involvement strategies, project development and implementation, and sustainability initiatives to better prepare communities. Our team provides high-quality services to assist communities in planning for and managing wildland fire hazards. Our staff has completed Firewise training workshops to assess structural ignitability and defensible space in the home ignition zone. We use National Fire Protection Association (NFPA) 1144 risk/hazard assessment protocols to accurately characterize on-the-ground conditions in neighborhoods and residential areas, as well as to ground-truth fire behavior model outputs. These assessments help guide recommendations for Firewise certification and actions that homeowners can take to reduce structural ignitability.

SWCA has a proven record conducting in-person and virtual public information sessions and collecting feedback on a wide variety of projects. Our staff has used consensus-based collaborative planning for a variety of projects, including public meetings for CWPPs. Our team has convened steering committees, which consist of key agencies and stakeholder groups, often with diverse and polarized interests, to participate in all CWPP planning processes. These actions have led to collaborative community action plans and implementation strategies that have been readily adopted by local and county governments.

We use a variety of approaches to engage the public, including traditional public meetings, focus groups, online surveys, social media websites, ArcGIS Story Maps, presentations, neighborhood associations, fire departments, county commissioners, information booths and graphic displays at public events, and radio and TV interviews.

“ SWCA has gone above and beyond in their work to develop a CWPP for the Three Rivers Fire Safe Council. Each and every person was friendly, professional, and went above and beyond to assist in any way that they could. We will truly miss working with Vicky and the entire crew. ”

— Elizabeth LaMar, Three Rivers Fire Safe Council, Three Rivers CWPP, CA 2022

KEY STAFF

VICKY AMATO, M.S., CWPP SUBJECT MATTER EXPERT

Vicky Amato is a principal fire planner who has produced fire management plans (FMPs) for over 17 years at SWCA. She has developed over 80 CWPPs and FMPs for clients across the United States, including Jefferson County and Yakima County, WA, Curry County, Josephine and Jackson Counties, OR, the Kenai Peninsula, AK and the Silicon Valley, California as well as clients in 25 other states. Vicky has extensive experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of CWPP risk-hazard assessments utilizing fire behavior modeling programs and on-the-ground assessments. She also routinely works with a variety of land management agencies

Vicky has over 17 years of fire experience and has developed over 60 CWPPs and FMPs for clients across the United States.

across the United States, including the U.S. Forest Service (USFS), National Park Service (NPS), Bureau of Land Management (BLM), U.S. Fish and Wildlife Service and U.S. Bureau of Indian Affairs studying fuels reduction treatments, forest stand structure, fire behavior, remote sensing classification, and monitoring of burned areas.

- ✓ **Responsibilities:** CWPP risk assessment review, project recommendations oversight, and document quality assurance/quality control (QA/QC)
- ✓ **Licenses and Certifications:** Certified Type II Wildland Firefighter.

“The team at SWCA helped Grant County to produce what we and all of our stakeholders feel is the best Community Wildfire Protection Plan. Victoria and the team were extremely thorough and made sure all stakeholders were involved and heard constantly throughout the process.”

– Michael Larisch, Planning and Community Development Director, Grant County CWPP Update 2020

MATT COOK, M.S., PROJECT MANAGER

Matt Cook is a project manager who has overseen a diverse range of projects during his 3 years with SWCA and brings to the table over 6 years of experience in the environmental management and research field. With SWCA, he recently assisted in the development of the Curry County, Oregon, CWPP and has managed team sizes of three to six staff members in projects related to GIS/remote sensing for wetland inventories, and environmental compliance for electric transmission and renewable energy development. In previous positions, he supported forest health collaboratives in southwestern Colorado including the San Juan Headwaters Forest Health Partnership and the 2-3-2 Cohesive Strategy Partnership. In this role he assisted in providing facilitation of diverse stakeholder groups, public outreach, and support for administrative and GIS-related tasks. Furthermore, he led field monitoring crews in fuels/wildfire risk reduction projects throughout Colorado and supported research related to wildfire risk-hazard assessments, fuels reduction/prescribed fire treatment effectiveness, post-disturbance forest regeneration, and identifying priority areas for fuels reduction treatments.

Matt is based in Portland, Oregon, and supported the Curry County CWPP as an assistant project manager and author. He has previous experience supporting multi-stakeholder forest health collaborative groups in Colorado.

- ✓ **Responsibilities:** Point of contact for the County, steering committee meeting facilitation, stakeholder communication, schedule and budget management, and CWPP development oversight

LEXI ROBERTS, ASSISTANT PROJECT MANAGER

Lexi Roberts is natural resource specialist providing project support for a variety of fire and forestry projects across the U.S. and Canada. She has over 10 years of experience in scientific research, technical and creative writing, public outreach, and field operations/leadership, with a special focus in the Pacific Northwest forest and coastal ecosystems across British Columbia, Washington, Oregon, and California. Regarding fire planning, she has helped develop 14 community wildfire protection plans (CWPPs), collaborating with multi-stakeholder teams of ecologists, environmental planners, and government officials to support a multi-disciplinary approach to navigating fire management and mitigation. With SWCA, she has recently assisted in the development of the Jefferson County, WA CWPP. She is excited to bring her years of experience and understanding of Western forest ecosystems and management to the Clallam CWPP.

Lexi has supported over a dozen CWPPs at SWCA.

Responsibilities: Secondary point of contact for the County, technical author, lead task tracking and execution, assist in execution of meetings and public engagement, assist with managing schedule and budget

EMILY GEERY, M.S., NATURAL RESOURCES PLANNER

Emily Geery brings to the table 18 years of professional experience in environmental planning, policy, management, and regulation. Specifically, she has managed or contributed to 20 CWPPs throughout the western United States. Her technical and community-based experiences enable her to perform analytical detail oriented tasks as well as speak publicly, facilitate meetings, build consensus with stakeholders with divergent views, and lead open inclusive planning processes. One of her strengths has been working with communities to gather information and analyze conditions and then collaboratively create place-based strategies feasible for their unique financial, technical, geographic, political, and cultural circumstances. She has designed public participation plans, facilitated meetings, analyzed fire risk data, and written various CWPP. She also has contributed to educational awareness and outreach through the Firewise certification program.

Emily managed the Kenai Peninsula CWPP and is currently managing the Jefferson County CWPP.

- ✓ **Responsibilities:** Stakeholder and community outreach support, public engagement strategy, project recommendations oversight, and document QA/QC

LIZ HITZFELDER, M.A., GIS SPECIALIST

Liz Hitzfelder has over 5 years of experience as an associate project geospatial scientist, specializing in fire and vegetation management. She earned a Master of Applied Geography degree, focused on Geographic Information Science, and is proficient with the IFTDSS, ArcGIS, ArcPro, ArcGIS Online, and other geospatial applications. She has provided custom fuels and fire behavior modeling, risk assessment modeling, development of WUI community boundaries, highly valued assets, ArcGIS story map production, and GIS analysis of data. She has also provided GIS services for CWPPs for Jefferson County, WA, Curry County, OR, Boulder County, CO, and multiple CWPPs across the country.

Liz has provided GIS services for several CWPPs, wildfire hazard assessments, and fire management plans across the United States.

- ✓ **Responsibilities:** Geospatial data management, data modeling fire behavior analysis, base maps, GIS layers

CAITLYN REILLEY, M.S., OUTREACH SPECIALIST

Caitlyn Reilley is an associate environmental planner for SWCA's Salt Lake City office. She has experience with community wildfire risk assessments, developing forest management plans, and conducting socioeconomic analysis. Caitlyn developed public-facing decision support tools for community wildfire planning and advised Oregon state and local partners on use of data products to inform compliance with new wildfire risk reduction regulations. In addition, Caitlyn facilitated a social vulnerability working group for Oregon state agencies involved in using social vulnerability maps to inform equity goals. She assisted with wildfire planning sessions for the Modoc and Lassen National Forests in California by facilitating discussion, engaging with and responding to stakeholders' questions, and documenting stakeholder suggestions during group planning sessions.

Caitlyn supported updates to Oregon's Quantitative Wildfire Risk Assessment required by Senate Bill 762 by curating and managing socioeconomic data and creating maps of social vulnerability to wildfire across the state.

- ✓ **Responsibilities:** Stakeholder engagement, risk assessment and socioeconomic/social vulnerability risk analysis

SUBCONSULTANTS: JUSTICE JONES AND JERRY MCADAMS

SWCA will be joined by our trusted subconsultants, Jerry McAdams and Justice Jones. J. McAdams and J. Jones will leverage their decades of experience in structural and wildland fire to assist the County in developing recommendations for future building codes to address structural ignitability and home hardening. SWCA has successfully partnered with J. McAdams and J. Jones on past projects, including for Jefferson County, WA and has a proven track record of a successful partnership.

Justice Joaquin Jones | Principal of Wildfire, LLC, and Wildfire Mitigation Subject Matter Expert (SME)

1. Served as Fire Adapted Communities Coordinator and is a certified Code Enforcement Officer
2. Developed Hazard Mitigation Methodology (HMM) in collaboration with National Institute of Standards and Technology and California Department of Forestry and Fire Protection (CALFIRE)
3. Served on International Association of Fire Chiefs and NFPA WUI technical committees
4. Developed CWPPs, received Federal Emergency Management Agency Hazard Mitigation Grant, and has experience with GIS risk mapping

Jerry M. McAdams | Fire Mitigation Planner and Wildfire Mitigation SME

1. Envista Forensics fire investigation contractor in Santa Rosa and Napa, California
2. Former Firewise Regional Coordinator for the State of Idaho and BLM Boise District Resource Advisory Council Member
3. Served on Western Fire Chiefs Association Community Wildfire Resiliency Project, NFPA Wildfire Mitigation Specialist Certification Steering Committee, NFPA Research Foundation WUI Evacuation Modeling Technical Panel, and many more

ADDITIONAL SUPPORT STAFF

STAFF	TITLE	QUALIFICATIONS	EXPERIENCE
Aidan Smith	Public Outreach	✓ B.S., Political Science and Geography ✓ Certificate, GIS	✓ 4 years of experience ✓ Contributed to technical authorship for environmental planning projects across Oregon and Washington ✓ Supported public meetings for Environmental Assessments
Erica Jansen	GIS Specialist	✓ B.S., Environmental Geography ✓ M.S., GIS (In progress)	✓ 4 years of experience ✓ Supported over a dozen CWPPs, including the Jefferson County CWPP and the Curry County CWPP in Oregon
Ryan Saggese	CWPP Author	✓ B.S., Environmental Management and Protection	✓ 3 years of experience ✓ Supported over two dozen city and county CWPPs, including the Jefferson County CWPP and the Curry County CWPP ✓ Previously worked with CALFIRE evaluating forest health projects and utilizing data analysis tools
Clayton Olinger	CWPP Author	✓ B.S. in Biology, minor: Chemistry	✓ 2 years of experience ✓ Biologist on the Curry County CWPP ✓ Supported Pre-NEPA Planning for Olympic National Park Wilderness Stewardship Plan

SAMPLE PROJECTS

Presented below are select fire projects in progress or completed over the last 5 years. Each project is unique and may require a multitude of different fire planning, fuels management, and environmental compliance tasks; these projects demonstrate how our team is fully capable of providing a suite of diverse services for a comprehensive approach that will result in project success for the County.

The SWCA team provide Alaska and the Kenai Peninsula with a job well done. Excellent communication and a pleasure to work with. [The] team developed instant rapport and championed a great CWPP product with a diverse group of constituents. Fire and fuels management efforts across the region will be enhanced. Thanks!!

— Mark Cahur, Retired USFS Fuels Coordinator

JEFFERSON COUNTY CWPP

Jefferson County hired SWCA to develop the Jefferson County CWPP, a comprehensive plan designed to address the increasing risk of wildfires in the county, on the Olympic Peninsula. The plan emphasizes collaboration among federal, state, Tribal, and local agencies, as well as community organizations, to develop effective strategies to prepare for and mitigate wildfire risk. SWCA used multiple approaches including wildfire modeling, on-the-ground assessments, and community input to conduct hazard and risk assessments and identify areas of concern.

DATES: 2023–present

CLIENT: Jefferson County
P.O. Box 1220, Port Townsend,
Washington 98369

REFERENCE:
Heidi Eisenhour, Jefferson County
Commissioner, District 2
HEisenhour@co.jefferson.wa.us
(360) 385-9103

The recommendations outlined in the CWPP focus on three primary goals: restoring and maintaining landscapes, creating fire-adapted communities, and improving wildfire response. While the CWPP does not mandate implementation, it serves as a dynamic framework for ongoing collaboration, with regular updates to incorporate new information and respond to evolving wildfire risks. Ultimately, the Jefferson County CWPP aims to protect communities by creating a united effort to reduce the impact of wildfires through a combination of strategic planning, public awareness, and effective response measures. Since completing the draft CWPP the County is already looking to retain SWCA to continue to support future updates to the CWPP and facilitate stakeholder engagement.

Jefferson County hub site: <https://jefferson-county-cwpp-jeffcowa.hub.arcgis.com/>

CURRY COUNTY CWPP

SWCA is working with Curry County to update a countywide CWPP that was developed in 2008. The CWPP is designed to assist Curry County, a coastal county in Oregon, in building resilience to future catastrophic wildfire. For many years Curry County and partners have been successful in planning and implementing many wildfire mitigation actions. This CWPP update seeks to overhaul the 2008 effort and build upon a long history of collaboration in the region to improve community wildfire resilience and adaptation, develop actions to mitigate risks, and gather broad public and stakeholder input and support.

SWCA is currently facilitating steering committee meetings with local stakeholders in the County. These steering committee meetings provide a forum for local stakeholders to provide input and guidance in the development of the CWPP update. SWCA also plans to engage with local residents at community events to provide public outreach regarding the CWPP effort. Additionally, a story map and hub site will be developed to help inform the community of the CWPP results and recommendations.

DATES: 2023–ongoing

CLIENT: Curry County
94235 Moore Street, Suite 213
Gold Beach, Oregon 97444

REFERENCE:
Sara Rubrecht, Regional
Mobilization Coordinator (now at
Oregon State Fire Marshals Office-
Mobilization Coordinator, previously
Jackson County Emergency
Manager)
Sara.rubrecht@osfm.Oregon.gov
(541) 218-7140

KENAI PENINSULA BOROUGH CWPP

SWCA worked with the Kenai Peninsula Borough to develop a peninsula-wide CWPP that included 17 existing community-level plans. The CWPP incorporated rigorous fire behavior risk assessment protocols and vegetation and fuels datasets. SWCA worked with a very large group of stakeholders in development of the plan, including federal, state, and local government partners and Native Alaskan communities. Due to the remote nature of the Kenai Peninsula, SWCA worked with the client to develop creative solutions to public outreach that enabled engagement from rural residents, some of which required air or sea access. SWCA completed an accompanying CWPP story map.

“For SWCA, success is founded on building relationships that aim to catapult project tasks well beyond the anticipated outcomes. Their business model and values were evident from the initial proposal through project completion. On behalf of the Core Team, the Kenai Peninsula Borough of Alaska greatly appreciates the final 2022 Community Wildfire Protection Plan, which represents all hands all hands for a borough that is bigger than the state of Maryland.”

— Brenda Ahlberg, Kenai Peninsula Borough

This project demonstrates our team’s ability to apply our proven fire planning strategies and risk analysis approach across various fire environments and community types. No matter the project location, complexity of client needs, or fuel and vegetation types, SWCA has a proven history of delivering high-quality fire plans that are specifically tailored to the unique concerns of a population. Our diverse geographic experience is valuable to our clients because we can leverage a broad spectrum of fire mitigation strategies, opinions, and perspectives learned from many different geographies, jurisdictions, and community types. We have a nationwide perspective that has been highly valued by our clients when developing recommended actions.

Links to the final Kenai Peninsula CWPP documents can be found at the following websites:

Hub Site: <https://kenai-cwpp-hub-kpb.hub.arcgis.com/>

Story Map: <https://kpb.maps.arcgis.com/apps/MapSeries/index.html?appid=fe02584b168e42e2b58097f2c678ab80>

ROGUE VALLEY INTEGRATED FIRE PLAN

In 2016, SWCA and Wildland Fire Associates (WFA) formed a team to develop the Rogue Valley Integrated Fire Plan. This plan involved engaging stakeholders and community members across Josephine and Jackson Counties through a collaborative process in southern Oregon to develop a comprehensive and robust CWPP that addressed wildfire risk and forest health concerns and developed implementable projects to address hazardous fuels, fire response capacity, and public education and outreach related to structural ignitability. The CWPP built upon over a decade of fire mitigation work and integrated the Rogue Basin Cohesive Forest Restoration Strategy developed by the Southern Oregon Forest Restoration Collaborative. The project deliverables included a written planning document and online story map.

DATES: 2020-2022

CLIENT: Kenai Peninsula Borough
Purchasing and Contracting
Department
144 North Binkley Street
Soldotna, Alaska 99669

REFERENCE:
Brenda Ahlberg, Emergency
Manager
bahlberg@kpb.us
(907) 714-2153

DATES: 2015–2016

CLIENT: Josephine and Jackson
County

PROJECT OWNER: Josephine and
Jackson County Emergency
Management

REFERENCE:
Sara Rubrecht, Regional
Mobilization Coordinator (now at
Oregon State Fire Marshals Office-
Mobilization Coordinator, previously
Jackson County Emergency
Manager)
Sara.rubrecht@osfm.Oregon.gov
(541) 218-7140

Our team provided expertise in wildfire management in southern Oregon, assessment of wildfire risk and hazard, and successful engagement of stakeholders during sometimes contentious planning meetings related to project implementation.

A link to the final Rogue Valley Integrated Fire Plan story map can be found at the following website:

"We have already recommended SWCA to colleagues. Thank you for producing a great product for us!"

— Jenny Hall, Emergency Manager, Josephine County | Rogue Valley Integrated Fire Plan, August 2017

Story map: <https://jcgis.maps.arcgis.com/apps/MapSeries/index.html?appid=613a03c1e0274c1e9f09ff5a921f67c0>

PEND OREILLE WILDFIRE MITIGATION PLAN

SWCA worked with Pend Oreille County Public Utility District (PUD) to assess the wildland fire risk in its service area and develop wildfire prevention strategies and protocols. SWCA worked with PUD staff and regional stakeholders, including county, state, and federal government agencies, to ensure consideration of other regional wildfire planning efforts and protection of high-risk electric infrastructure. The FMP met all state and federal requirements, including Section 512 of the Federal Land Policy and Management Act. The project was completed under budget and within the project deadline.



DATES: 10/2020–7/2022

CLIENT:

Pend Oreille PUD
130 N Washington Avenue
Newport, Washington 99156

REFERENCE:

Kevin Conway
Director of Utility Services
KConway@popud.org
(509) 447-8783

3. PROVIDING SERVICES TO MEET GOALS AND OBJECTIVES

TASK 1. KICKOFF MEETING AND STEERING COMMITTEE CREATION

SWCA will initiate a virtual project kickoff meeting with County officials that will last up to 1 hour. The purpose of this meeting is to introduce the SWCA Team, collaboratively identify the project's steering committee, discuss the strategic planning process and Clallam County objectives, outline the roles and responsibilities for the project, and establish a preliminary schedule. SWCA will schedule and host the meeting, develop a Microsoft PowerPoint presentation, invite attendees, and take notes. Developing strategic partnerships early in the project will also enable involved parties to effectively implement and collaborate on cooperative land management projects within County lands once the CWPP is adopted. With land managers in Clallam County spanning local, state, and federal jurisdictions, working together to understand each other's needs and barriers opens opportunities for successful cooperative planning. Key partnerships and jurisdictional overlap can be identified, which will aid in effectively implementing future projects. Examples of beneficial outcomes due to effective partnerships are the acquisition of strategic funds, assistance in the implementation of landscape-scale treatments, and guidance to complete resource-intensive management objectives.

"The team at SWCA helped Grant County to produce what we and all of our stakeholders feel is the best Community Wildfire Protection Plan. Victoria and the team were extremely thorough and made sure all stakeholders were involved and heard constantly throughout the process."

— Michael Larisch, Planning and Community Development Director, Grant County CWPP Update 2020

SWCA will work closely with County representatives to identify additional members of the steering committee. The steering committee will include representatives from the County, cities, fire districts, and Tribal authorities, as well as state and federal representatives (such as those from the Washington State Department of Natural Resources, National Park Service, and USFS) and other experts in wildland fire risk mitigation. These stakeholders will be invited to meetings and given opportunities to contribute to the process. The steering committee will remain active throughout the entire CWPP update process.

In addition to representatives from the City of Port Angeles, City of Sequim, City of Forks, County, Clallam County Fire Districts, Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Tribe, and Quileute Tribe, SWCA recommends a diverse and collaborative team with representatives from communities and agencies from the five County Operational Areas. We recognize the County's preference for collaborative engagement and will leverage a diverse steering committee to construct a CWPP that addresses the needs of communities and individuals across Clallam County. Care will be taken to manage the size of the steering committee for the sake of efficiency and maintaining strong working ties. The steering committee will be responsible for contributing necessary data, reviewing SWCA's risk assessment, and developing project recommendations. A Microsoft Excel spreadsheet documenting items reviewed will also be prepared to inform the steering committee of our progress. The steering committee meetings are discussed in more detail under Task 4.

SWCA IN-HOUSE EXPERTISE

- Project managers
- Fire planners
- Fuels specialists
- Landscape architects
- Restoration ecologists
- Environmental engineers
- Permitting specialists
- National Environmental Policy Act planners
- Biologists
- Arborists
- Archaeologists
- Paleontologists
- Architectural historians
- Technical editors
- GIS specialists

TASK 2. DATA GATHERING AND MANAGEMENT

SWCA will work with the steering committee to gather relevant data for the CWPP. SWCA will prepare a broad planning summary of Clallam County's past and current wildfire preparedness and mitigation strategies that will support the development of the CWPP and help inform recommendations. SWCA will thoroughly review the 2009 Clallam County CWPP to identify gaps in the previous plan and to inform our writing of the updated CWPP. SWCA will complete a search of previous planning efforts such as the 2023 Clallam County Climate Action Plan, the 2019 update of the Clallam County Multi-Jurisdictional Hazard Mitigation Plan, and the 2022 Clallam County Comprehensive Emergency Plan to reduce redundancies and support CWPP authorship. Existing mapping services such as Washington State's Fire Prevention and Fuel Management Mapping System, Forest Practices Application Mapping Tool, and the USFS's Wildfire Risk to Communities mapping website will be reviewed for pertinent information and data. SWCA will use a combination of Esri software and Microsoft Office Suite applications to compile and organize data to ensure that the County can edit and comment on all data sets and products. If the County has specific recommendations for additional tools, those will be incorporated into our data gathering process. To facilitate easy file transfers, SWCA will establish a project Microsoft SharePoint site to share research data, the initial draft CWPP outline, and other requested project components from the steering committee. SWCA will ensure industry standards are met for documenting methods and results of all analysis and technical work so that results are reproducible.

TASK 3. ESTABLISH COMMUNITY BASE MAPS

In collaboration with the steering committee, SWCA will establish community base maps for the CWPP. The maps will present information that includes population centers and jurisdictional boundaries; highly valued natural, cultural, and socioeconomic resources and assets; ingress and egress routes; land ownership boundaries; critical infrastructure; fire history; and previous fuels treatments. SWCA, with input from the steering committee, will review the WA DNR WUI delineation for incorporation into the CWPP. SWCA understands that the WA DNR are in the process of revising the WUI map and assumes that the roll out of the revised WUI map will not delay the development of the CWPP. In conjunction with the steering committee, we will discuss the incorporation of data and assessments from the Clallam County Multi-Jurisdictional Natural Hazard Mitigation Plan and other relevant data products derived from County or stakeholder sources. All CWPP map products will be built in an Esri web mapping application for easy dissemination to the County and all steering committee members.



Maps created for the Santa Clara County CWPP outreach event.

TASK 4. HOST STEERING COMMITTEE MEETINGS

SWCA has led and facilitated hundreds of multi-stakeholder meetings to guide the development of CWPPs. We prepare for each meeting by reviewing related data and information, consider the best way to frame important issues for group discussions, and describe how the steps of the planning process can move the client forward in achieving their goals. In our meetings, we strive to communicate clearly, engage in open discussions, and then ask the members of the steering committee to make meaningful decisions. This approach allows each team member to understand their role, how their unique concerns will be addressed, and how a project is driven by them.

Our experience navigating the 2020–2023 pandemic has proven that a mixture of virtual and in-person meetings can be cost effective, efficient, and highly successful. This scope of work and cost estimate assumes a mixture of in-person and virtual meetings using a Zoom or Microsoft Teams platform.

SWCA proposes to facilitate three steering committee meetings through the project development process, with two being held virtually and one taking place in person. This meeting schedule is based on SWCA's extensive experience in developing CWPPs and consideration of the efficient use of project funds. If it is decided that holding all meetings virtually will allow for the best use of project funds, that option can be accommodated while still meeting project objectives.

SWCA will prioritize collaboration with decision makers and will ask appropriate questions to guide the planning process and facilitate discussions to keep each Core Team focused and moving forward. Regular Core Team meetings will enhance relationship building, which is critical for successful CWPP implementation.

The steering committee meetings will range from approximately 2 to 6 hours in length and will provide the steering committee with updates on critical project components and opportunities to discuss relevant considerations. SWCA will be responsible for meeting coordination and scheduling, creating PowerPoint presentations, providing agendas, recording meeting transcripts, taking meeting notes, and distributing notes and action items within 1 week after the meetings.

Steering Committee Meeting 1 (Virtual): During the first steering committee meeting, SWCA will provide an overview of initial lessons learned and recommendations based on our review of previous efforts, existing plans, and survey results. The purpose of this meeting is to identify planning considerations, management objectives, priority project areas, and desired focus areas for mitigation treatment recommendations. Prior to the meeting, SWCA will administer a survey to steering committee members to gather input on the valuable landscapes and resources that are at risk within the planning area. Results from the survey will be used to guide the meeting discussion. Success for this first meeting will be achieved through collaborative discussion regarding the project schedule and goals, compiling public engagement strategies, data sharing, and continued communication beyond scheduled meetings.

Steering Committee Meeting 2 (In-person): The purpose of Steering Committee Meeting 2 is to review the risk analysis and develop risk reduction recommendations in a full day (6 hours) in-person workshop setting. Using this risk assessment, SWCA will facilitate a process to identify areas of focus within Clallam County, both immediate and those of potential concern over time. Once these areas have been determined, SWCA will work collaboratively with the steering committee to establish mitigation recommendations that will best address the identified challenges and opportunities. To help direct conversations, the project methodology will be outlined and described in a detailed manner with the goal of maximizing project comprehension for people with varying levels of technical experience and specialization within the steering committee. Maps, flipcharts, and blank recommendation tables will also be available as resources for steering committee members.



Hardin County CWPP public outreach event.

Steering Committee Meeting 3 (Virtual): The purpose of Steering Committee Meeting 3 is to discuss the draft CWPP and allow the steering committee to provide feedback. SWCA will distribute a draft of the CWPP 2 weeks prior to the meeting to allow time for review and comment. The meeting will be convened to review and discuss suggestions or comments on the CWPP in a group setting. SWCA will document the steering committee's final comments and will incorporate any changes to the CWPP prior to public review.

TASK 5. ENGAGEMENT STRATEGY AND PUBLIC OUTREACH CAMPAIGN

SWCA will advise the steering committee on public engagement strategies and conduct an outreach campaign to gather input from a broad cross section of residents living in the county. The public engagement and outreach campaign will be based on SWCA's extensive experience developing CWPPs and working in communities with diverse interests and concerns. Our team will propose a public engagement strategy to elicit input from community members in each of the County's five Operational Areas—North Coast, West End, Joyce, Port Angeles, and Sequim.

SWCA recommends holding two public meetings or community outreach events lasting 2 to 3 hours each, to be scheduled and conducted in person, or using a virtual platform as necessary. The public outreach will occur in alignment with the second steering committee meeting and be used to gather initial input or comments from local residents on the CWPP. The outreach process will be organized and facilitated by our team members in conjunction with the County and steering committee to determine the appropriate time and venue. The goal of the community outreach is to engage local residents in the planning process, determine residents' perceptions of wildfire risk, identify tools that residents need to help them reduce their risk, and solicit feedback on proposed projects. Our team will provide materials supporting the CWPP outreach, including maps and meeting handouts. Our team will also coordinate with County staff to develop press releases for the CWPP and promote a public review period for the draft document.



City of Corona CWPP public outreach promoting the use of goats for hazardous fuel reduction.



East Mountains CWPP community engagement event.

Our team recommends hosting the two CWPP outreaches as part of a larger, previously scheduled meeting or event instead of hosting a specific CWPP public meeting. An example of this would be to host a CWPP-focused informational booth at a County event or meeting. The advantage of this approach is that we can capture a wider audience instead of holding several meetings with lower attendance.

Additionally, SWCA will develop and disperse a comprehensive community survey to gather insights on wildfire preparedness needs and perceptions from community members in each of the County's five Operational Areas. The steering committee and SWCA will collate and review the results from the online public survey. The results of the community survey will be summarized and included in the final plan document.

TASK 6. DEVELOP A COMMUNITY RISK ASSESSMENT

A significant component of the CWPP will be the development of a composite risk hazard assessment, which is spatial model of risk and hazard based on fire behavior and fuels modeling. The purpose of this model is to provide information about wildfire hazard and risk to highly valued resources and assets. The process will culminate in an assessment that identifies and assigns risk categories (e.g., high, medium, and low) to landscapes and WUI communities based on expected wildfire risk. Methodologies will be documented in detail and are described below.

SWCA proposes an optional addition to complement the composite risk-hazard spatial modeling. We can conduct community field assessments, to provide on-the-ground structure and infrastructure risk assessments (see optional Task 6a). Upon steering committee approval, the field assessments will be completed on a community scale, during the same week as Steering Committee Meeting 2, in the interest of saving on travel and lodging costs.

DETERMINE WILDFIRE FUELS HAZARDS AND MODEL FIRE BEHAVIOR

To inform SWCA's composite risk-hazard assessment, baseline fuels data (the 40 Scott and Burgan Fire Behavior Fuel Model) will be obtained from the most recent national LANDFIRE database. If needed, additional data may be obtained from the Washington Department of Natural Resources GIS, the County's GIS, and the USFS's Wildfire Risk to Communities database. Accurate assessment of potential fire behavior will be achieved using fire behavior models housed within the IFTDSS (e.g., BehavePlus, FARSITE, and FlamMap) that help determine the magnitude of fire behavior parameters—flame length, rate of spread, fireline intensity, landscape burn probability, ember exposure, and crown fire potential—across landscapes. Additional spatial data from the USFS's Wildfire Risk to Communities, such as vulnerable populations and burn probability, will be integrated as necessary. We will also be conducting a review of Washington State's Fire Prevention and Fuel Management Mapping System for data to be included in the analysis. Our risk assessment will include an analysis of the fuels within the project area as well as a fire behavior model derived from IFTDSS using a 97th percentile weather scenario for the purpose of simulating extreme fire weather conditions. Before model results are finalized, outputs will be calibrated and reviewed through discussions with the steering committee to ensure that results account for local fuels, topography, and fire history conditions.

ASSESS FIRE HISTORY AND IGNITION RISK

SWCA is aware of recent fires in Clallam County, including the 2023 Eagle Point Fire, and the 2020 East Beach Road Fire and will provide a detailed analysis of the area's fire history and assess future ignition risk. This will include a discussion of the county's historic fire regime. SWCA will also utilize the IFTDSS burn probability function to determine the potential for ignition and wildfire spread across landscapes within the county. Parameters such as location, topography, ignition source, size, fuel, and severity of past wildfires will be incorporated into our analysis, and our modeling procedure will produce a composite wildfire assessment that rates land as having a high, medium, or low risk of wildfire. The assessment will be used to prioritize areas for treatment recommendations.

FIREFIGHTING CAPABILITY AND WILDFIRE READINESS

The CWPP will include an analysis of existing firefighting capability and the fire protection district's current preparedness to respond to wildfires. We will provide recommendations for improving firefighting capability and wildfire readiness through the development of the CWPP. Our team will encourage the steering committee to provide input on local wildfire preparedness for the purpose of identifying vulnerable areas that require solutions and priorities for action. The final CWPP will support future funding and grant efforts for firefighting operations across Clallam County.

ASSESSMENT OF OTHER COMMUNITY VALUES AT RISK

Our team will encourage community involvement through the public outreach process to develop a list of community values at risk within or adjacent to the WUI within the county. Thus, we will identify and document these economically important recreation and cultural resources that are valued by the communities and analyze wildfire impacts on the County's natural resources such as forests, rangelands, aquatic resources, and watersheds, as well as impacts on critical wildlife habitat, recreational sites, places of cultural or historical significance, critical infrastructure, and residential properties in the WUI. These will be prioritized when formulating treatment recommendations, and SWCA will consult with federal and state land management agencies throughout this process.

TASK 6A. COMMUNITY FIELD ASSESSMENTS (OPTIONAL)

SWCA recognizes the County's limited resources and will work with the steering committee to evaluate the need for **community field assessments** in high-priority communities. Results from these assessments typically reveal important information about ingress and egress, building construction, defensible space, and fire response access that cannot be determined from a desktop analysis. If this task is chosen, the assessments will be a primary driver of

identifying high-priority community mitigation measures. If this option is selected, we will use the 2013 NFPA 1144 *Standards for Reducing Structure Ignition Hazards from Wildland Fire* (1144 on-the-ground assessment). Using the WA DNR WUI delineations as a guide, the assessment will evaluate various factors related to wildfire risk in structural environments, including construction materials, defensible space, fuels, proximity to organized fire response, ingress and egress routes, and topography. Our team will use a digital form and web application using Survey123 and Esri Field Maps to survey, capture, and document wildfire hazards across the decided-upon study areas. All field data will be shared with the County upon completion of the project.

TASK 6B. SMOKE IMPACTS AND RISK ANALYSIS

SWCA will investigate the effects of wildfire smoke in the county and work with the steering committee to devise effective ways to combat and mitigate potential impacts from wildfire smoke.

SWCA will conduct a smoke impacts and risk analysis that will encompass the following components: 1) *Hazard Identification* – reviewing regional fire behavior, location, and smoke emission factors; 2) *Exposure Assessment* – assessing air quality, smoke dispersion modeling, and population exposure; 3) *Environmental Impact Memo* – assessing smoke impacts to ecosystems, water quality, and soil quality; 4) *Infrastructure and Economic Impact Assessment* – review of infrastructure vulnerability and economic costs. The outcomes of the smoke impacts and risk analysis will inform the CWPP recommendations for adaptation resources and responses to mitigate the health and environmental impacts of wildfire smoke.



TASK 6C. CLIMATE ANALYSIS

Climate change significantly impacts wildfire risk in the Pacific Northwest. To gain a clearer understanding of these effects, SWCA will build on the composite risk-hazard assessment in Task 6 to conduct a climate analysis to predict and assess wildfire risk in the county under projected future climate scenarios. This analysis will evaluate historical climate data, fire history data, and vegetation and fuels data. These base data will be used to inform climate modeling projections to determine current climate conditions and future climate projections that will include potential relative humidity and fire season length. The climate analysis will provide the steering committee with a more informed understanding of potential future wildfire risk and will better inform the recommendations, mitigation, and adaptation strategies in Task 7.

TASK 7. DEVELOP MITIGATION STRATEGIES AND ACTIONS

SWCA and the steering committee will engage in collaborative discussions around the modeled risk-hazard analysis, (if opted for) 1144 on-the-ground assessment, and climate analysis data to delineate potential landscape-scale fuel treatment areas and communities and essential infrastructure in need of structural ignitability treatments. SWCA firmly believes in responding to identified risks with the development of achievable, actionable, and realistic wildfire prevention measures that can be acted on by all county community members to prevent devastating local wildfires. Therefore, our conversations will culminate in the production of an action plan, the heart of which will be a prioritized list of fire mitigation solutions and the stakeholders who are responsible for implementing them. Prior to drafting the recommendations, SWCA will review and assess existing mitigation measures in the planning area and use those as a starting point for steering committee conversations.

The recommendations will include manual, mechanical, and cultural treatment projects (thinning, grazing, ditch maintenance, mowing, prescribed fire, prescribed herbivory, etc.) in forested and grassland ecosystems throughout

the County, high-level recommendations for necessary building code updates (see the Recommendations for Building Code Updates section below), and homeowner-scale wildfire mitigation recommendations. The plan will also provide strategies for increasing community wildfire preparedness engagement by involving neighbors, homeowner associations, and the public, as well as expected timelines and costs for task completion, task priority, methodologies and theories behind approaches, and contact information for useful resources. SWCA will work closely with the steering committee to build into the plan appropriate funding sources for each recommendation such as state and federal grants, an example being the Building Resilient Infrastructure and Communities grant available through the Federal Emergency Management Agency and the Community Wildfire Defense Grants available through the USFS.

To facilitate the CWPP's integration with national fire policy and funding sources and ensure Washington State Forester approval, the action plan will align recommended mitigation tasks with the following three main goals of the National Cohesive Wildland Fire Management Strategy:

- **Resilient Landscapes:** The action plan will focus on recommendations for hazardous fuels reduction actions to reduce landscape-scale wildfire threats. Recommendations will include priorities, types, and methods of treatment on public and private land to protect forests, communities, and infrastructure.
- **Fire-Adapted Communities:** The action plan will focus on recommendations for actions to prevent structural ignitability (e.g., defensible space) and provide public education and outreach. This could include recommendations on wildfire mitigation policies and standards, protecting highly valued resources and assets, supporting vulnerable populations and fostering strategic coordination.
- **Safe and Effective Wildfire Response:** The action plan will focus on recommendations that address firefighting capability and wildfire readiness in all communities, including possibilities for improving emergency egress, response access, and emergency evacuation systems.

RECOMMENDATIONS FOR ADAPTATION RESOURCES AND RESPONSES TO WILDFIRE SMOKE

SWCA and the steering committee will collaboratively discuss the findings from the smoke hazard and risk assessment and develop recommendations to mitigate the impacts of wildfire smoke. Potential recommendations could include **Public Communication and Education** – developing clear messages to inform the public about the risks of wildfire smoke and protective measures and education Campaigns – Providing information on how to reduce exposure and protect health during smoke events. **Mitigation and Adaptation Strategies** such as protective measures – implementing actions such as distributing air purifiers, setting up clean air shelters, and advising on the use of masks; policy and regulation – establishing regulations to limit activities that contribute to poor air quality during wildfire events; and community preparedness – engaging communities in planning and preparedness activities to enhance resilience.

RECOMMENDATIONS FOR BUILDING CODE UPDATES

SWCA will be partnering with Justice Jones and Jerry McAdams, who will be working as trusted subconsultants during the CWPP drafting process. J. Jones and J. McAdams will be providing their decades of expertise in structural and wildland fire to help guide the County using recommendations for future adoption of building codes to address structural ignitability and home hardening. Both J. Jones and J. McAdams have consulted with counties (including recently through the development of the Jefferson County CWPP) and municipalities on the appropriate use of building codes to guide the mitigation of wildfire-related losses and will bring this experience to bear in the development of the CWPP.

TASK 8. DRAFT COMMUNITY WILDFIRE PROTECTION PLAN

On route to preparing a comprehensive draft CWPP in accordance with the project schedule, if requested, SWCA will provide the steering committee with a draft outline of the CWPP for one round of revisions by the steering committee. Additionally, the draft recommendation matrices (see Task 6) will be provided within 4 weeks of the second steering committee meeting for one round of revisions by the steering committee. The completed draft CWPP will include project background, methods, results (risk assessment and action plan), and reference components and will be submitted electronically to the steering committee 2 weeks before the third steering committee meeting. This will trigger a review and comment period for steering committee members. SWCA will then facilitate Steering Committee Meeting 3 to present the revised draft CWPP and discuss revisions. The public will also be invited to provide written comments on the draft document during a public review period following the third steering committee meeting.

TASK 9. FINAL DRAFT DELIVERY

Following the draft review, SWCA will incorporate appropriate feedback into the final CWPP. Following revisions, SWCA will then deliver a final electronic CWPP to the County and present findings to the Board of County Commissioners. We will also deliver all GIS files used to create maps, formatted for use in the Esri software suite.

TASK 10. PUBLIC PRESENTATION

SWCA will present the final draft of the CWPP to the Board of County Commissioners for approval. SWCA has experience presenting CWPP project information to councils and other elected officials both virtually and in person. We use our communication skills and technical knowledge to concisely give project background information, identify goals and objectives, and gain buy-in from diverse audiences. We encourage the following entities to attend the presentation: steering committee members, government partners, community stakeholders, and business leaders.

TASK 11. DEVELOPMENT OF ESRI HUB SITE AND PROJECT TRACKER (OPTIONAL)

SWCA has substantial experience in developing Esri Interactive Hub Sites for public engagement. Our team will develop an Esri Hub Site (similar to a website) that will use a highly functional, easy-to-use interface to tell the story of place and people's values in a way that illustrates data-rich, science-based information. The hub site forms the landing page for the project and provides an interactive web-based version of the CWPP document and other important content (e.g., public meeting announcements and the community survey). The hub site serves as a place where residents can access project recommendations, interact with baseline mapping and risk assessment information, and seek mitigation measures they can take in and around their properties. Working with the county, the hub site can be integrated into other existing resources for visitors to the county, helping educate and inform non-permanent residents about hazards and emergency protocols for the area.

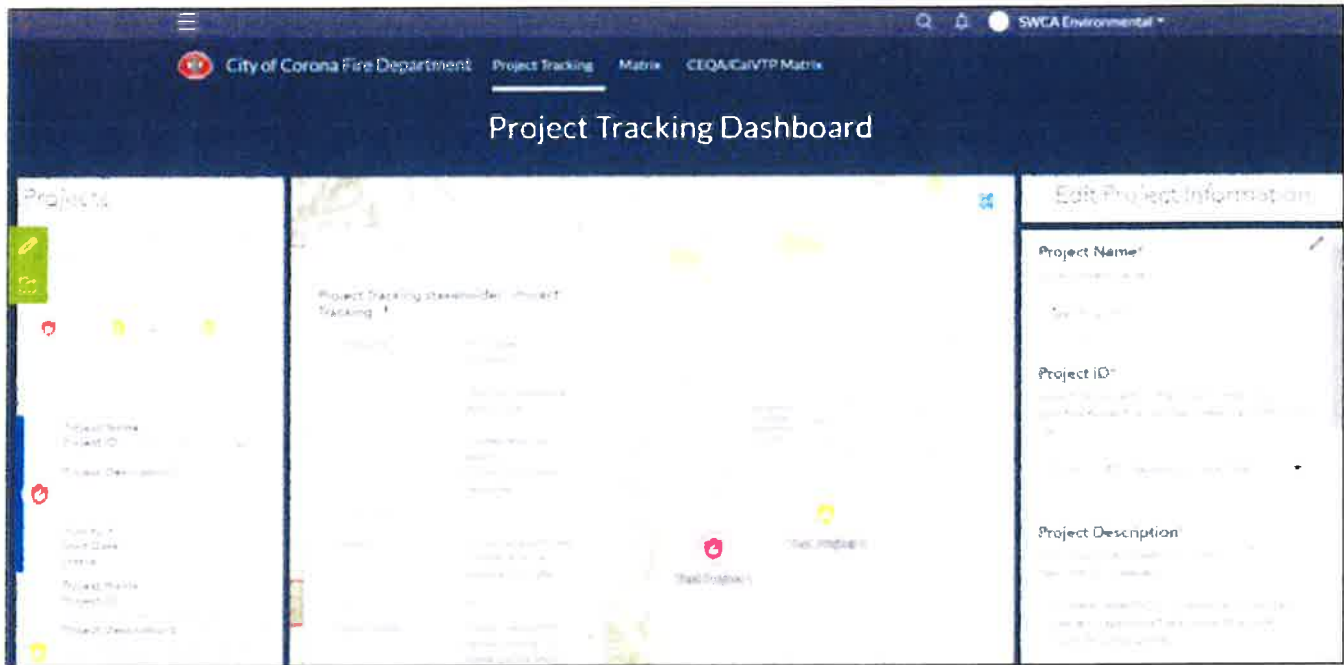
Example CWPP Hub Site: <https://jefferson-county-cwpp-jeffcowa.hub.arcgis.com/>

The hub site deliverable will include SWCA's unique project tracking application that will ensure the CWPP remains sustainable and wildfire mitigation projects proposed in the plan are brought to fruition during plan implementation. The project tracking application will enable the County to track fuel treatment projects and accomplishments as well as identify hurdles to progress. It will provide real-time updates and the ability for multi-agency coordination and collaboration well after the completion of the CWPP project. Internally (within the County) the tracking system has the potential to host a project database, track funding, provide for improved agency delegation, host spatially delineated working areas, and more. Externally (facing the public), the project tracker provides the ability to display statistics such as acres treated or dollars spent, demonstrating progress towards the goal of wildfire resilience.

Follow the link below to see a demonstration of the project tracker application:

<https://cwpp-project-tracking-system-swcagis.hub.arcgis.com/>

<https://vimeo.com/744328994> | **Password:** SWCACWPP



Example of the project tracking dashboard that SWCA developed for the City of Corona, California, to track wildfire mitigation projects proposed during development of the CWPP.

The hub site can also provide interactive information to stakeholders about the development of the CWPP. The hub site can host the CWPP for review and house a comment submittal form during public review. Furthermore, a link to the hub site can be shared on community and agency websites, social media to maximize circulation.

Assumptions

- Deliverables produced by SWCA under Tasks 1-7 will be sent to the Steering Committee for one round of comments. After comments have been incorporated by SWCA, the deliverables will be considered final.
- The three Steering Committee meetings will be held with the Steering Committee and up to two SWCA attendees. Meetings 1 and 3 will be virtual (2 hours each) and meeting 2 will be in person (up to 6 hours).
- The two public engagement events under Task 2 will be held with up to two SWCA attendees.
- In order to meet the aggressive project timeline and to consolidate travel costs, Steering Committee meeting 2, the in-person public engagement meetings, and the optional on-the-ground assessments will need to be completed during one SWCA team mobilization.
- SWCA is responsible for creating promotional material for public meetings, and the Steering Committee is responsible for distributing that material for the public.
- No major changes will be requested to the format or content of the CWPP after the initial outline has been approved by the Steering Committee. Major changes to the format or content after the Steering Committee outline review has been completed may require additional funds and extend the timeline for final deliverables.
- Data provided to SWCA during the project will not change once received. In the event of a fire occurring during the project period, SWCA and the County will consult and agree upon any necessary changes to the

deliverables, scope, and budget as needed. If changes to the deliverables as a result of a fire are necessary and desired, a scope and budget for the work will be prepared by SWCA at that time.

- The smoke impacts and risk analysis (Task 6b) will be a supplemental memo to Task 6, limited to 10 pages.
- No major changes requiring additional data collection, analysis, or re-analysis will be needed after the community risk assessment (Task 6) has been completed.
- The Steering Committee will provide one round of comments on the fire behavior models and all mapping products, after which SWCA will incorporate comments and the products will be considered final.
- SWCA assumes that there will be no more than 100 public comments on the draft plan. If more comments are received, budget and schedule changes may be needed.
- All data requests will be filled within 3 weeks of request. Late data requests may alter the budget or schedule.
- WUI delineations will be based on the revised WA DNR WUI map that the County assumes will be available to SWCA by the end of 2024. Any delay in the WUI map roll out beyond the end of 2024 may lead to schedule changes and a potential change order.
- Inclement weather, property access, and other external factors will not delay the 1144 on-the-ground assessment. It is assumed the 1144 on-the-ground assessment can be completed in 1-2 days.
- All deliverables will be in an electronic format, except the outreach event(s) materials and printed materials for Steering Committee meetings. All digital files will be delivered using SWCA's SharePoint software unless otherwise requested by the County.
- There will be no more than one final presentation and project will be completed by January 01, 2026
- The County is responsible for gathering all required signatories for the CWPP.

4. PROJECTED COSTS AND PROPOSED SERVICES

To provide the County with the best possible value, and reflecting SWCA's commitment to the environment, we have reduced our standard staff billing rates by 5% (Table 2). Not only will this provide a price-break for the County, but it also aligns and holds true to one of our founding and core services—climate resilience.

Table 2. Pricing Narrative for Clallam County Community Wildfire Protection Plan

TASK	LABOR (hours)	LABOR	EXPENSES	TOTAL
Project Management/Administration	56	\$6,983		\$6,983
Task 1: Kickoff and Steering Committee Creation	19	\$2,441		\$2,441
Task 2: Data Gathering and Management	52	\$6,015		\$6,015
Task 3: Establish Community Base Maps	35	\$3,924		\$3,924
Task 4: Host Steering Committee Meetings	102	\$14,504	\$1,593	\$16,097
Task 5: Engagement Strategy and Public Outreach Campaign	76	\$10,157	\$2,099	\$12,256
Task 6: Develop a Community Risk Assessment	66	\$8,945		\$8,945
Task 6a. (Optional) Community Field Assessments	72	\$8,824	\$762	\$9,586
Task 6b. Smoke Impacts and Risk Analysis	45	\$5,412		\$5,412
Task 6c. Climate Analysis	38	\$5,554		\$5,554

TASK	LABOR (hours)	LABOR	EXPENSES	TOTAL
Task 7. Develop Mitigation Strategies and Actions	32	\$10,100		\$10,100
Task 8. Draft Community Wildfire Protection Plan	256	\$31,247		\$31,247
Task 9. Final Draft Delivery	84	\$11,634	\$460	\$11,817
Task 10. Public Presentation	21	\$3,056	\$624	\$3,680
Task 11. (Optional) Development of Esri Hub Site, Story Map and Project Tracker	120	\$14,239		\$14,239
Total (Without Optional Tasks)				\$124,471
Total (With Optional Tasks)				\$148,296

HOURLY RATES

SWCA has provided the following 2024 hourly rates for the County at a reduced 5% discount. Hourly billing rates are subject to an annual escalation of up to 3% effective April 1, 2025.

SWCA key personnel and support staff will bill at their standard hourly rate at the time of service in accordance with Tables 3 and 4. SWCA reserves the right to move staff to different labor categories identified in Table 4 to account for staff promotions beginning April 1, 2025. Similar-level staff members may be substituted to complete the work at the time of contracting. Rates include all overhead. Direct expenses are subject to a 15% markup. Any direct expenses not expressly listed in Table 2 will be billed at cost plus 15% markup.

Table 1. 2024 Key Staff Labor Rate Categories and Hourly Rates

NAME	PROJECT ROLE	LABOR CATEGORY	RATE	BILLABLE HOURS
Vicky Amato	CWPP SME	Specialist X	\$179.55	56
Matt Cook	Project Manager	Specialist VII	\$139.65	180
Lexi Roberts	Assistant Project Manager	Specialist IV	\$108.30	232
Emily Geery	Outreach Specialist	Specialist IX	\$160.55	49
Liz Hitzfelder	GIS Specialist	Specialist VIII	\$150.10	35
Ryan Saggese	CWPP Author	Specialist V	\$116.85	133
Caitlyn Reilley	Stakeholder Engagement and Social Vulnerability Lead	Specialist VI	\$130.15	26
Aidan Smith	Public Outreach	Specialist V	\$116.85	98
Erica Jansen	GIS Specialist	Specialist IV	\$108.30	137
Clayton Olinger	CWPP Author	Specialist IV	\$108.30	18

Table 4. Subconsultant Hourly Rates

NAME	PROJECT ROLE	RATE	BILLABLE HOURS
Jerry McAdams	Wildfire Mitigation SME	\$250	14
Justice Jones	Wildfire Mitigation SME	\$250	14

VICTORIA AMATO, M.S., CWPP SUBJECT MATTER EXPERT

Victoria Amato is a principal fire planner with a diverse background in fire ecology and resource management. She has served as project manager on over 60 community wildfire protection plans (CWPPs) and fire management plans across the United States in a range of ecosystems. She has considerable experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of wildfire risk assessments utilizing fire behavior modeling programs and on-the-ground assessments. Victoria has worked with a variety of land management agencies across the United States, including the U.S. Forest Service (USFS), Bureau of Land Management, U.S. Fish and Wildlife Service, and National Park Service, studying hazardous fuel reduction and providing wildland urban interface (WUI) fire mitigation, fire behavior modeling, and monitoring of burned areas.

YEARS OF EXPERIENCE

17

EXPERTISE

Fire management planning

Wildfire risk assessment

Natural resources management

Forest ecology and management

Community outreach and youth training

EDUCATION

M.S., Forestry, emphasis: Fire Ecology/Habitat Management; Colorado State University, Fort Collins; 2006

M.S., Natural Resource Management; University of Edinburgh, Scotland; 2003

B.S. with honors, Geography; University of Exeter, England; 2000

TRAINING

National Incident Management System – IS-00700a, FEMA

USDA Forest Inventory Analysis Training; 2010

Wildland Firefighter Refresher and Arduous Fitness Test, Valencia County Fire Department; 2019–2021

S130/190 Basic Wildland Firefighter ICS for Single Resources and Initial Action Incident, ICS-200, FEMA

SELECTED PROJECT EXPERIENCE

Jefferson County CWPP; Jefferson County; Jefferson County, Washington. SWCA was hired to develop the Jefferson County CWPP, a comprehensive plan designed to address the increasing risk of wildfires in the county, located on the Olympic Peninsula of northwestern Washington state. The plan emphasizes collaboration among federal, state, and local agencies and community organizations, to develop effective strategies to prepare for and mitigate wildfire risk. SWCA used multiple approaches including wildfire modeling, on-the-ground assessments, and community input to conduct assessments of hazard and risk and identify areas of concern. The recommendations outlined in the CWPP focus on three primary goals: restoring and maintaining landscapes, creating fire-adapted communities, and improving wildfire response. *Role: Subject Matter Expert. Providing technical expertise and oversight through the development of the CWPP.*

Yakima County CWPP; Yakima County; Yakima County, Washington. SWCA developed a high-end CWPP for the county that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitated an extensive outreach effort. The CWPP comprised a comprehensive risk-hazard analysis that included an assessment of wildland and urban fuels. The document included detailed recommendations to mitigate risk, including hazardous fuels treatments, community education and outreach, and actions to enhance the fire response capability and capacity of local departments. *Role: Project Manager. Provided stakeholder engagement and technical oversight for development of risk assessment and plan content.*

Curry County CWPP; Curry County; Curry County, Oregon SWCA is working with stakeholders in Curry County to develop a comprehensive CWPP to address catastrophic fire risk in a diverse WUI. SWCA has developed an intricate wildfire risk and hazard assessment for the county that includes desktop analysis and on-the-ground assessment. The CWPP involves collaborative planning that incorporates a large range of stakeholders. *Role: Project Manager. Providing stakeholder engagement and technical oversight for development of risk assessment and plan content.*

Josephine and Jackson County CWPP; Josephine and Jackson Counties; Josephine and Jackson Counties, Oregon. SWCA worked with both Josephine and Jackson Counties to develop a CWPP for the Rogue Valley, Oregon. The CWPP incorporated risk and hazard assessments of WUI areas and extensive community outreach. SWCA worked in close cooperation with state and federal land managers in order to identify fuel treatments to complement existing and planned fuels reduction efforts across the Valley. *Role: Project Manager. Served as the primary author.*

MATT COOK, M.S., PROJECT MANAGER

Matt Cook is an associate project manager for SWCA's Portland, Oregon office. As a project manager, Matt managed National Wetlands Inventory (NWI) mapping projects involving coordination with agency clients, development of project management plans, project budget and schedule planning, and quality control/quality assurance (QA/QC). Matt has served in the capacity of assistant project manager for a local community wildfire protection plan (CWPP). In this role he provided support in the following areas: administrative tasks, invoice processing, client communication, fieldwork, and data reporting. Additionally, he has experience with other organizations working with multi-stakeholder forest collaborative groups in Colorado seeking to reduce wildfire risk to communities and ecosystems. In this previous experience with forest collaborative groups, Matt assisted with administrative support, geographic information system (GIS) tasks, stakeholder facilitation and community engagement. During his time as an undergraduate at Colorado State University, Matt supported various forest ecology and management research projects investigating the effectiveness of fuels reduction and prescribed fire treatments on wildfire risk reduction, impacts of logging on spruce/fir forest regeneration and dendrochronology/historical forest structure.

YEARS OF EXPERIENCE

6

EXPERTISE

Project management

GIS

Environmental and fire planning

Forest ecology and management

Client/stakeholder engagement

EDUCATION

M.S., Environmental Science & Management; Portland State University; 2021

Graduate Certificate, Geographic Information Systems; Portland State University; 2021

B.S., Ecosystem Science & Sustainability; Colorado State University; 2016

TRAINING

Wildland Fire Certifications (NWCG) 2019

S130/S190 – Basic Wildland Firefighting Training / Introduction to Wildland Fire Behavior

L180 – Human Factors in the Wildland Fire Science

Matt currently supports an electric transmission provider, in the role of assistant project manager, with ongoing utility pole replacement projects located Oregon and Northern California. In this role he helps manage a multidisciplinary project team that is focused on guiding clients through various federal, state, and local environmental and cultural resources regulations. In this capacity he facilitates regular client meetings, plans project budget and schedules, ensures project deliverables are submitted on time, and coordinates with internal team members.

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Curry County Community Wildfire Protection Plan; Curry County; Curry County, Oregon. SWCA is developing a high-end CWPP for the county that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitated an extensive outreach effort through an online survey portal and other online media. The CWPP comprises a comprehensive risk-hazard analysis that included an assessment of wildland and urban fuels. The CWPP assesses values at risk to impacts from wildfire, including life and property, critical infrastructure, and natural resources and assets. *Role: Assistant Project Manager. Providing administrative support, client communication, fieldwork, and meeting coordination.*

***San Juan Headwaters Forest Health Partnership; Pagosa Springs, Colorado.** The partnership brings together community members, land managers, environmental groups, community organizers, and local decision-makers to prioritize and work at a landscape scale across jurisdictional boundaries, implement on-the-ground projects that address values at risk, enhance local forest products industry, utilize diverse forest management tools when and where appropriate, consensus-based decision making and multi-stakeholder input, and educate and involve the community. *Role: Forest Health Specialist. Provided administrative support, GIS support, stakeholder engagement, and meeting coordination.*

***Stakeholder Collaboration; Clackamas Stewardship Partners; Clackamas County, Oregon.** The Clackamas Stewardship Partners is a group of diverse stakeholders dedicated to restoring ecological function of the Clackamas River Basin while benefiting

LEXI ROBERTS, B.A., ASSISTANT PROJECT MANAGER

Lexi Roberts is an assistant staff biologist experienced in avian research and natural resource management for projects and clients throughout the Mountain/Coastal West and Midwest regions of the United States. They have conducted pre- and post-construction avian use, nest monitoring, and eagle surveys, along with post-construction bat and avian fatalities and carcass persistence trials for windfarms in the United States. Before their time at SWCA, Lexi worked on a plethora of avian research projects, ranging from the monitoring and management of endangered and threatened avian species, avian use surveys of Great Plains and grassland species across the United States, and trapping/banding of large avian species, including raptors, geese, and ducks. In addition, they are experienced in vegetation surveys including transects and quadrants of ecosystems across the United States.

YEARS OF EXPERIENCE

9

EXPERTISE

Fire management

CWPPs

Post-fire monitoring and restoration

Environmental assessments

Data management and database development

Threatened and endangered species surveys

GPS

Technical writing

Ecological restoration

EDUCATION

B.A., Anthropology, minor: Biology;
University of Texas at Austin; 2018

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Jefferson County Community Wildfire Protection Plan (CWPP); Jefferson County; Jefferson County, Washington. SWCA was hired to develop the Jefferson County CWPP, a comprehensive plan designed to address the increasing risk of wildfires in the county, located on the Olympic Peninsula of northwestern Washington state. The plan emphasizes collaboration among federal, state, and local agencies, and community organizations, to develop effective strategies to prepare for and mitigate wildfire risk. SWCA used multiple approaches including wildfire modeling, on-the-ground assessments, and community input to conduct assessment of hazard and risk and identify areas of concern. *Role: Biologist. Conducted wildlife surveys and contributed to biological report.*

Mesa County CWPP Update; Mesa County; Mesa County, Colorado. SWCA is assisting Mesa County with an update to its existing CWPP, which SWCA developed in 2012. Updating the CWPP includes engaging county and agency stakeholders, facilitating community outreach, revising community base maps, developing an updated community risk assessment, and revising and restructuring the 2012 plan to align with the National Cohesive Wildland Fire Management Strategy. *Role: Biologist. Conducted wildlife surveys and contributed to biological report.*

City of Boulder CWPP Update; City of Boulder; Boulder County, Colorado. SWCA is developing a CWPP for the City of Boulder that prioritizes the response to identified risks with the development of achievable, actionable, and realistic wildfire prevention measures that can be acted on by all City of Boulder community members to mitigate the risk of devastating local wildfires. *Role: Biologist. Conducted wildlife surveys and contributed to biological report.*

Gloucester Community Wildfire Protection Plan CO No. 1; Gloucester Fire Department; Gloucester, Essex County, Massachusetts. SWCA is helping to support the development of the CWPP for Cape Ann, Massachusetts. The plan will incorporate input from robust stakeholder and public outreach campaigns and include prioritized risk reduction projects based on state-of-the-art wildfire risk modeling specific to the Northeast. *Role: Biologist. Conducted wildlife surveys and contributed to biological report.*

Grand County Community Wildfire Protection Plan; Grand County; Grand County, Colorado. SWCA is developing a CWPP that incorporates a risk and hazard assessment of WUI areas in Grand County. The CWPP assesses values at risk to impacts from wildfire, including life and property, critical infrastructure, and natural resources and assets. SWCA is working in close cooperation with external stakeholders, such as the U.S. Forest Service, Colorado State Forest Service, and Colorado Forest Restoration Institute, to complement existing and planned fuel reduction efforts and to integrate the most recent GIS applications and fire behavior modeling techniques available for the area. SWCA is working closely with Grand County staff and land managers and the local fire council to ensure that public engagement is handled collaboratively and that the plan is effective in addressing wildfire risk in this fire-adapted community. *Role: Biologist. Conducted wildlife surveys and contributed to biological report.*

EMILY GEERY, M.C.R.P., M.W.R., NATURAL RESOURCES PLANNER

Emily Geery is a senior-level natural resources project manager and planner with SWCA who has 18 years of professional experience working on natural resources planning projects, including more than 20 county and regional community wildfire protection plans (CWPPs) and other wildfire planning projects in Washington, North Dakota, Montana, New Mexico, Utah, and Alaska. Working from Helena, Montana, she applies experience working with communities to develop science-driven, community-centered plans. Emily has organized and led core team and public meetings, developed risk assessments, and written high-quality plans. She also provides quality assurance and quality control for many large-scale planning documents to ensure the quality of the product and that the plan meets the client's expectations. She has a track record of developing strong relationships with clients and completing projects on time and within budget.

YEARS OF EXPERIENCE

18

EXPERTISE

Wildland fire planning, policy, law, and management

Water conservation planning

Natural resources management

Water planning

Watershed planning

Riparian assessment and restoration

Source water (wellhead) protection planning

Community relations and facilitating public meetings

Resource management plans

Water quality analysis for drinking water

Water rights review for subdivision proposals

EDUCATION

Master's degree, Community & Regional Planning, emphasis: Natural Resource Planning, minor: Spanish; University of New Mexico; 2006

Master's degree, Water Resources, emphasis: Policy and Management; University of New Mexico; 2006

B.A., cum laude, Mass Communications; State University of New York at Plattsburgh; 1999

SELECTED PROJECT EXPERIENCE

Jefferson County CWPP; Jefferson County; Jefferson County, Washington. SWCA was hired to develop the Jefferson County CWPP, a comprehensive plan designed to address the increasing risk of wildfires in the county, which is on the Olympic Peninsula of northwestern Washington state. The plan emphasizes collaboration among federal, state, and local agencies and community organizations to develop effective strategies to prepare for and mitigate wildfire risk. SWCA used multiple approaches, including wildfire modeling, on-the-ground assessments, and community input, to conduct assessment of hazard and risk and identify areas of concern. *Role: Project Manager. Oversaw all aspects of the project, communicated with all parties, and monitored tasks.*

Kenai Peninsula Borough CWPP Update; Kenai Peninsula Borough Purchasing and Contracting Department; Kenai Peninsula Borough, Alaska. SWCA worked with the Kenai Peninsula Borough to develop a peninsula-wide CWPP that included 17 existing community-level plans. The CWPP incorporated rigorous fire behavior risk assessment protocols and vegetation and fuels datasets. SWCA worked with a very large group of stakeholders in development of the plan, including federal, state, and local government partners and Native Alaskan communities. Due to the remote nature of the site, SWCA worked with the client to develop creative solutions to public outreach that enabled engagement from rural residents. SWCA also completed an accompanying CWPP story map. *Role: Project Manager. Oversaw all aspects of the project, communicated with all parties, and monitored tasks.*

Firewise USA Recognition; Yellowstone Club; Gallatin County, Montana. SWCA is working to establish Firewise USA recognition for the Yellowstone Club, a private community composed of 16 subdivisions. The year-long project involves facilitating a planning process, hosting board meetings and educational events, conducting on-the-ground risk assessments, developing action plans, creating a project hub website, and offering recommendations for vegetation removal, home hardening, and evacuation planning, as well as guiding the client through the application process. SWCA's expertise will culminate in the submission of a Firewise application and Firewise USA recognition for the community. *Role: Project Manager.*

State of Montana Hazard Mitigation Plan; WSP USA Environment & Infrastructure Inc. (WSP); Statewide, Montana. In a collaborative effort with a teaming partner (WSP), SWCA is currently working on the wildfire hazard assessment for the statewide Montana Hazard Mitigation Plan (HMP). To date, SWCA has drafted the wildfire hazard assessment for the HMP of each of the state's three regions: the Central HMP, the

LIZ HITZFELDER, M.A.GEO., GIS SPECIALIST

Liz Hitzfelder is the Lead Geospatial Scientist for the Fire and Forestry group at SWCA, with a geospatial modeling background specializing in fire and vegetation management. In graduate school, she specialized in applications of remote sensing to assess vegetation differencing for geomorphic changes. Liz is proficient with IFTDSS, ArcGIS, ArcPro, ArcGIS Online, and other geospatial applications. She has used her expertise in community wildfire protection plans (CWPPs) and fire projects to provide custom fuel and fire behavior modeling, risk assessment modeling, development of wildland urban interface (WUI) community boundaries, ArcGIS Story Map and Hub Site production, and GIS analysis. Liz has provided GIS services on multiple CWPPs across the country, including the Jefferson County CWPP in Washington; Solano County, Santa Clara County, Kern County, Tulare County, and Three Rivers CWPPs in California; the City of Boulder, Boulder County, and Grand County CWPPs in Colorado; and the Martha's Vineyard CWPP in Massachusetts.

YEARS OF EXPERIENCE

6

EXPERTISE

ArcGIS, ArcPro, IFTDSS, Esri Online Applications, ERDAS Imagine, Pathfinder Office, and Python

CWPPs

EDUCATION

Master of Applied Geography, Geographical Information Science; Texas State University; 2019

B.S., Geography Water Resources, minor: Geology; Texas State University; 2017

SELECTED PROJECT EXPERIENCE

Jefferson County CWPP; County of Jefferson; Jefferson County, Washington.

SWCA developed the Jefferson County CWPP, a comprehensive plan designed to address the increasing risk of wildfires in the county, located on the Olympic Peninsula of northwestern Washington state. The plan emphasizes collaboration among federal, state, and local agencies, and community organizations, to develop effective strategies to prepare for and mitigate wildfire risk. SWCA used multiple approaches including wildfire modeling, on-the-ground assessments, and community input to conduct assessment of hazard and risk and identify areas of concern. The recommendations outlined in the CWPP focus on three primary goals: restoring and maintaining landscapes, creating fire-adapted communities, and improving wildfire response. While the CWPP does not mandate implementation, it serves as a dynamic framework for ongoing collaboration, with regular updates to incorporate new information and respond to evolving wildfire risks. Ultimately, the Jefferson County CWPP aims to protect communities by fostering a united effort to reduce the impact of wildfires through a combination of strategic planning, public awareness, and effective response measures. *Role: GIS Lead and Hub Site Web Developer. Created graphics, mapping, and story map for CWPP.*

Solano County CWPP Services; County of Solano; Solano County, California. SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the county; recommend actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an action plan with roles and responsibilities to ensure actions are taken to address risk and hazard. SWCA's team is working closely with all stakeholders and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: GIS Specialist. Created graphics and conducted mapping for the CWPP.*

Santa Clara County CWPP Update; Santa Clara County FireSafe Council and Santa Clara County Fire Department; Santa Clara County, California. SWCA developed a high-end CWPP and California Unit Fire Plan for the entire area of Santa Clara County, better known as the Silicon Valley. This project had many public and private stakeholders, including federal, state, and Santa Clara County partners and private citizens, and a very engaged public with whom SWCA interacted with via multiple outreach approaches, including a custom-designed online survey portal, social media site, and a series of public meetings and workshops. SWCA prepared a comprehensive risk-hazard analysis to identify priority areas for wildfire mitigation and prevention and recommended mitigation actions focused on potential loss of community values at risk and critical infrastructure within the WUI. The analysis also considered the wildfire response capacity of local emergency services and included recommendations for increasing the capability of emergency responders. In 2022, the Santa Clara County Fire Safe Council retained SWCA to develop an update to the 2015 CWPP. The updated CWPP will use new fine-scale fuel mapping and risk assessment, increase community engagement to a broader range of stakeholders, and include a top-

CAITLYN REILLEY, OUTREACH SPECIALIST

Caitlyn Reilley is an associate environmental planner at SWCA's Salt Lake City office, where she works on National Environmental Policy Act (NEPA) compliance projects, contributing to environmental assessments, environmental impact statements, and public involvement. Before joining SWCA, Caitlyn was a faculty researcher at Oregon State University, conducting research on community-level wildfire exposure in Oregon and Washington. She supported the development of Oregon's statewide wildfire risk maps, fulfilling the requirements of Senate Bill 762 by integrating social vulnerability data into the Oregon Wildfire Risk Explorer. Additionally, Caitlyn facilitated workshops on Potential Operational Delineations (PODs) to help land managers and firefighters identify effective wildfire control lines across National Forests in California.

YEARS OF EXPERIENCE

6

EXPERTISE

Meeting facilitation

Public land management and planning

Mapping social vulnerability, resilience, and environmental justice datasets

Risk analysis and pre-fire planning

Statewide wildfire risk assessments

Community wildfire risk mitigation and planning

Academic manuscript, grants, technical reports, and white papers

Review of public comments

NEPA process

EDUCATION

M.S., Sustainable Forest Management: Policy and Economics; Oregon State University; 2022

B.S., Public Health; Oregon State University; 2016

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

***Oregon Statewide Wildfire Risk Map/Senate Bill 762 Rulemaking; Department of Forestry; Oregon.** In 2021 and 2023, the Oregon legislature passed a series of bipartisan bills aimed at enhancing wildfire preparedness for residents of Oregon. *Role: Research Associate.* As a faculty researcher, Caitlyn contributed to these efforts by supporting the development of updated statewide risk maps. Specifically, she focused on mapping social vulnerability using U.S. Census geographies and data. This work was essential to meet the requirements of Senate Bill 762 and involved integrating the data into the Oregon Wildfire Risk Explorer, a wildfire planning tool for homeowners and community leaders.

***Pre-Fire Planning through PODs; Modoc/Lassen National Forest; California.** PODs are a science-based strategic planning tool used to make informed decisions about planning for and responding to wildfires on over 20 National Forests nationwide. By combining local, on-the-ground expertise with advanced spatial analysis, PODs identify the safest and most effective control lines for containing wildfires. *Role: Research Associate.* Caitlyn's team facilitated PODs workshops with land managers and firefighters who possess in-depth knowledge of the local landscape.

***Pacific Northwest Wildfire Research; U.S. Forest Service, Pacific Northwest Research Station; Oregon and Washington.** This research involved several studies investigating trends in wildfire causes and impacts in the Pacific Northwest. It also included examining community-level wildfire exposure across Oregon and Washington. The findings from these projects revealed new insights into the causes of human-caused wildfire ignitions and the disproportionate exposure to large fires of communities with fewer socioeconomic resources, highlighting areas for more targeted investments in fire planning, response, and recovery at the community level. *Role: Research Associate.*

Bears Ears National Monument Resource Management Plan (RMP)/Environmental Impact Statement (EIS); Bureau of Land Management (BLM); San Juan County, Utah. Presidential Proclamation 10285, issued in 2021, restored the boundaries of the Bears Ears National Monument that were previously in place in 2017 and describes the entire Bears Ears landscape as an object of historic and scientific interest as well as spiritual significance. Following the proclamation, SWCA was selected to support BLM and the U.S. Forest Service to prepare a new RMP and EIS for Bears Ears. SWCA is in the process of working with both agencies to prepare the RMP/EIS in accordance with the NEPA requirements. *Role: Environmental Planner.*

West Fork Watershed Plan EIS; Wyoming Water Development Commission; Carbon County, Wyoming. SWCA is providing third-party NEPA services to the Natural Resources Conservation Service (NRCS) to support the NRCS in preparing a Watershed Plan EIS to analyze the environmental impacts of the proposed West Fork Reservoir project. The project site is located within the Little Snake River

Justice Joaquin Jones

Wildfire, LLC

Fire Mitigation Subject Matter Expert

EDUCATION

Environmental Resource Management and Cultural Anthropology, University of Texas

RELEVANT SKILLS

- Knowledge of all aspects of wildfire mitigation including fire science, policy, and mitigation programs
- Experience writing and updating CWPPs
- Knowledge of governmental processes, city practices, policy and procedures in relation to wildfire mitigation
- Solid understanding of Federal, State, Local, and County applicable environmental laws, rules, and regulations
- Instructional experience with Wildland Urban Interface (WUI) trainings

ACCOMPLISHMENTS

- Developed first Countywide CWPP in Texas, currently used as the statewide model
- Wrote and received first wildfire specific FEMA Hazard Mitigation Grant in the State of Texas
- Participated in the development of the Southern and Texas Wildfire Risk Assessment design
- Led Texas Ready Set Go Pilot Program and train the trainer initiative and effected Austin Fire Department (AFD) in becoming leading department in the International Associations Ready Set Go Program
- Recipient of the International Association of Fire Chiefs (IAFC) Innovation and Leadership Awards
- Recipient of National Fire Protection Association Firewise Leadership Award 2009
- Secured AFD participation as the Texas representative for the Fire Adapted Communities Learning Network
- Coordinated AFD leading the state in the number of nationally recognized Firewise Communities USA
- Three-time recipient of Smokey Bear Bronze award for excellence and leadership in Fire Prevention

PLANNING

- The Austin Travis County Community Wildfire Protection Plan
- The Austin Urban Forest Plan
- The Austin Climate Protection Plan/Climate Adaptation Plan
- The Capitol Area Metropolitan Planning Authority- Extreme Weather Vulnerability Resiliency Study
- Austin Hazard Mitigation Plan, Wildfire Evacuation Plan, Austin Emergency Operations Plan
- Travis County Hazard Mitigation Plan/Travis County Emergency Operations Plan

RECENT PROFESSIONAL EXPERIENCE

Wildfire Mitigation Officer, AFD (January 2014-present). Currently serves as an expert resource regarding Federal, State, and local wildfire mitigation and related environmental policies, legislation, trends, and WUI technical issues.

Leads and manages the direction and implementation of the CWPP across the City and Travis County. Oversees the development of AFD wildfire mitigation plans and establishes targets for reduction of wildfire risk. Coordinated the development and implementation of wildfire education programs targeted at citizens, businesses, and the fire service. In addition, provides strategic direction, leadership, and management of city-wide wildfire protection and related environmental policies, operational directives, and procedures.

Fire Adapted Communities Coordinator, Environmental Compliance Specialist Senior, AFD (July 2013-January 2015). Serves as the point of contact for environmental considerations relating to wildfire mitigation, which includes developing specifications for vegetation management projects and ensuring projects comply with appropriate policies, codes, ordinances, or regulations. Helped lead the development of the Cities first CWPP.

Statewide WUI and Fire Prevention Coordinator, Texas A&M Forest Service (May 2004- July 2013). Managed Statewide WUI Program and supervised a team of professional Wildfire Mitigation Specialists. Program delivery included NFPA Firewise, IAFC Ready Set Go, CWPP, Wildfire Prevention Education, and promotion of Fire Adapted Communities concepts. Collectively worked with stakeholders to address hazardous fuels reduction, structural ignitability, and the development of CWPPs and Firewise Communities USA. Served as the Texas Forest Service representative for the Texas Division of Emergency Management's (TDEM) State Hazard Mitigation Team. Tasked with reviewing all HMGP wildfire applications for Pre-disaster mitigation, and updating the ESF 4 State Hazard Mitigation Plan components. Served as the lead Public Information Officer on the States Lone Star Incident Management Team. Over the course of a decade the team responded to major disasters across the state and nation.



JERRY MCADAMS, CWMS

Senior Wildfire Consultant

EXPERIENCE – 23+ YEARS

EDUCATION

- BS Psychology
Boise State University, 1991 – 1996
- Master of Management/Law Candidate
Willamette University, 1996 – 1997
- MBA Candidate
Boise State University, 1997 – 1998

CERTIFICATIONS

- NFPA Certified Wildfire Mitigation Specialist (CWMS)
- ICC Fire Inspector I
- ICC Fire Inspector II
- ICC Fire Plans Examiner
- IAAA Fire Investigation Technician
- NWCG Public Information Officer
- NWCG Wildland Fire Investigator

COMMITTEES

- SFPE Foundation, WUI Virtual Handbook Project Advisory Panel, 2021 – Present
- NFPA, Reducing Wildfire Risk to Property Subject Matter Expert, 2021 – 2022
- NFPA Research Foundation, WUI Evacuation Modeling Technical Panel
- IAFC, Fire Department Exchange (FDX) Steering Committee, 2015 – 2020
- IAWF Board of Directors, 2014 – 2018
- Wildfire Magazine Editorial Board, 2015 - 2018

CONTACT

Jerry McAdams
MC Fire, LLC
PO Box, 50392
Boise, Idaho 83705
jmcadams@mcfirellc.com
208-869-8107
www.mcfirellc.com

As an industry leading NFPA Certified Wildfire Mitigation Specialist (CWMS), I have a breadth and depth of experience that very few mitigation specialists have. I started my career in the fire service in 2000 with the Boise Fire Department and have held various roles, including Firefighter, Engineer, Captain Fire Inspector, Fire Investigator, Wildfire Mitigation Specialist, and Acting Deputy Chief Fire Marshal.

Having been deeply engaged in local and national wildfire mitigation programs and messaging since 2011, I have an extensive understanding of multiple nuances related to the protection of communities and other values at risk from the real threat of wildfire, including wildfire operations, public policy, land use planning, codes and standards, prevention, education, fire investigation, structural hardening, fire-resistant landscaping, and insurance for wildfire-prone areas.

Through direct working relationships, I have been involved in moving forward the Fire Adapted Communities programs and messaging of the National Fire Protection Association (NFPA), International Association of Fire Chiefs (IAFC), International Association of Wildland Fire (IAWF), International Code Council (ICC), and Fire Adapted Communities Learning Network (FAC Net).

CAREER

Senior Wildfire Consultant, MC Fire, LLC

(2017 – Present)

- Instruct classes nationwide for homeowners, business owners, fire officials, foresters, insurance personnel, architects, engineers, etc. on ignition vulnerabilities from wildfire, with appropriate mitigation measures such as structural hardening, fuel thinning, and fire-resistant landscaping.
- Write comprehensive Community Wildfire Protection Plans (CWPPs), and Wildfire Safety Plans for developments in wildfire-prone areas.

Senior Captain Wildfire Mitigation Specialist, Boise Fire Department

(October 2000 – March 2024 (RETIRED))

- Wildfire Mitigation Specialist led a City of Boise Wildfire Mitigation Team in the completion of landscape-scale fuel reduction and revegetation projects, Firewise public outreach and education, grant proposal writing and reporting, and supervision of Wildland Fuels Technicians.



9

AGENDA ITEM SUMMARY

JUL 08 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-8-24**

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 - Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion regarding possible joint meeting related to the Emergency Operations Center.

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?)
Discussion,

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

Name of Employee/Departments attending meeting: Board of Commissioners, Emergency Operations Center – Sheriff's Office

Date submitted: 7-2-24

* 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)