



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, June 7, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Quarterly reports – CIE, SBDC, NODC, EDC

Quarterly Reports Agenda Item Summary 

CIE Report 

SBDC Report 

NODC Report 

EDC Report 

3. Agreement amendment 2 with Washington State Military Department for Operation Stonegarden Grant

Agreement amendment 2 

4. Agreement with Olympic Community Action Programs for operation of the Social Distancing Center

Agreement 

Board of Commissioners

5. Agreement with Dungeness Crab & Seafood Festival for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$13,100

Agreement 

6. Agreement with Forks Timber Museum for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$17,583

Agreement 

7. Agreement with Dungeness River Audubon for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$25,000

Agreement 

8. Agreement with Forks Old Fashioned 4th of July Committee for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$20,000

Agreement 

9. Agreement with Feiro Marine Life Center for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$11,309

Agreement 

10. Agreement with Lincoln Park BMX Association for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$5,000

Agreement 

11. Agreement with Sequim Irrigation Festival for Hotel/Motel Tax Funds - Keeping the Lights On COVID/\$15,850

Agreement 

12. Agreement with Forks Chamber of Commerce for Hotel/Motel Tax Funds/\$40,000

Agreement 

13. Agreement with Forks Timber Museum for Hotel/Motel Tax Funds/\$67,142

Agreement 

Budget

14. Agreement with Office of the Washington State Auditor for data sharing

Agreement 

General Discussion/Items for Future Agendas

- A. Charter Review Recommendation follow-up meeting (June 14)
- B. Emergency Operation Center discussion (June 14)
- C. American Rescue Plan Act Planning discussion (June 14)
- D. Department of Natural Resources quarterly report (June 21 at 1 p.m.)
- E. Olympic National Forest update (August 2 at 10:30 a.m.)
- F. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
6/7/21
@9am

Department: BOCC

WORK SESSION ☒ Meeting Date: 6/7/21 at 9 a.m.

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Commissioners and Port of Port Angeles will be hearing presentations from:
Center of Inclusive Entrepreneurship (CIE)
Small Business Development Center (SBDC)
North Olympic Development Council (NODC)
Economic Development Council (EDC)

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?)
Presentations / Q&A

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Port of Port Angeles, CIE, SBDC, NODC and EDC

Date submitted: May 28, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy Partner quarterly reports with Port of Port Angeles.docx
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

CIE Report



**CENTER FOR
INCLUSIVE
ENTREPRENEURSHIP**
EMPOWERING COMMUNITIES THROUGH BUSINESS



The Community Enterprise Program: First Year Progress Report

Mike Skinner, Rick Dickinson, Micah Jonet, Kayley Lofstrom

PROGRAM OVERVIEW

- A collaboration between **WSU's Washington Small Business Development Center** and the **Center for Inclusive Entrepreneurship** . . .
- To expand the entrepreneurship eco-system in **Clallam and Jefferson Counties** . . .
- Through **inclusive** and **accessible** "first step" business training and support for low-income and underrepresented emerging entrepreneurs and early-stage small businesses . . .
- Providing an **onramp** to the North Peninsula Small Business Development Center for those ready to take their business to the next level.

2020 GOALS AND RESULTS

METRIC	2020 GOALS	2020 RESULTS
Total Served	60	226 (370%)
Training Participants	60 (5/mo)	88 (140%)
Counseling Clients	125	183 (146%)
Counseling Hours	600 hours	488 hours (81%)
New Businesses	10	12 (120%)
Jobs Created/Retained	N/A	22
Businesses Financed	N/A	33
Aggregate Financing	\$500,000	\$1,071,094 (214%)



BREAKING DOWN THE 2020 NUMBERS

- 47 startup course graduates
- 33 startup course graduates have advanced to counseling
- 51 pre-venture counseling clients
- 132 counseling clients already in business
- 100 counseling clients seeking help to address COVID-19
- Average loan/grant size of \$32,000



CLIENT STORIES



After completing CIE's Start Simple Course, Rick Dickinson helped Terry figure out a successful business model and a few creative ways for her business to contribute to her community.

The consignment model gives back to the community. "I have a lot of great consignors. We are not a thrift store; we are a consignment shop. Once consignment items sell, a portion of these items go back into the consignors' pocket, which is basically going back into the community" says Terry.

"The community response has been awesome," says Terry. "I have a number of people that donate knowing that the clothes will get put out for people in need." In January of 2021, Terry moved to a larger location. She now has more than 125 consignors and growing, and more and more customers are coming in.



GEOGRAPHICS

COUNTY

- Clallam (109)
- Jefferson (18)
- Grays Harbor (7)
- Other (12)

CITY/TOWN

- 60 from Port Angeles
- 30 from Sequim/Carlsborg
- 16 from Forks
- 14 from Port Townsend, Chimacum, Port Hadlock, Quilcene, Brinnon
- 3 from Neah Bay/Seki
- 8 from Hoquiam/Taholah/Copalis/Elma8 not from the Peninsula



DEMOGRAPHICS

GENDER

- 85 Women
- 41 Men
- 7 No Response

RACE/ETHNICITY

- 93 White/Caucasian
- 15 Native American
- 7 Asian
- 3 Black/African American
- 8 No Response



TYPES OF BUSINESSES

BUSINESS STATUS

- Pre-venture -61
- Existing -51

EMPLOYMENT (142 JOBS TOTAL)

- 0 employees - 61
- 1 employee - 21
- 2 employees - 15
- 3-4 employees - 8
- 5 or more - 7

BUSINESS TYPE

- Undefined - 30
- Service - 21 including health(7), arts(3), education(3)
- Ag/Forest/Fish - 18
- Retail - 13 including 9 in accommodations/food
- Construction - 7
- Manufacturing - 4



UPCOMING EVENTS AND INITIATIVES

- **Events:** Planning a Business Showcase and Open House
- **Networking:** Building a new online platform for community building by and for entrepreneurs.
- **Mentorship:** Building an online platform to connect CIE participants with volunteer mentors for support and subject matter expertise.
- **Special Initiatives:**
 - Cedar Root Business Center (with the Ta'ala Fund)
 - Olympic Seafood System Alliance (Westport, Taholah, La Push)
- **Expansion:**
 - New Mount Vernon office (Skagit/Island Counties)
 - Planned Palouse office (Whitman County)



Questions and Discussion

Center for Inclusive Entrepreneurship

Mike Skinner, Executive Director
(206) 235-6029
mike.skinner@cie-nw.org

Rick Dickinson, Program Manager
(360) 417-3421
rick.dickinson@cie-nw.org

Micah Jonet, Business Advisor
(360) 417-3421
micah.jonet@cie-nw.org

Kayley Lofstrom, Communication Development Coordinator
(360) 417-3421
Kayley.Lofstrom@cie-nw.org

Washington Small Business Development Centers

Duane Fladland, Director
(509) 993-0556
duane.fladland@wsbdc.org

Steve Burke
(206) 246-4445
steve.burke@wsbdc.org

Mike Rieckhoff
(360) 417-3375
mike.rieckhoff@wsbdc.org



SBDC Report



North Peninsula Small Business Development Center



How have we accomplished our mission in Q4 and Q1?

Service Area	Clients Served	Hours of Advising	Capital	Jobs	New Businesses
Port Angeles	22	146.50	583,300		
Sequim	14	15.25			
Forks	8	13.50	46,950		
Other Clallam County	3	0.50	3,000		
Jefferson County	9	8.75			
Total	<u>56</u>	<u>184.50</u>	<u>633,250</u>	<u>135</u>	<u>0</u>

How have we accomplished our mission in Q4 and Q1?

Where we serve	Hours
Face-to-face	0.00
Online/Email	172.00
Telephone	12.50

Services Clients are seeking	Hours
Importing/Exporting	122.00
Buy/Sell Business	22.00
Financing/Capital	20.50
Managing a Business	12.00
Start-up Assistance	6.75
Marketing/Sales	1.25
Human Resources	0.00
Business Accounting	0.00
Business Planning	0.00

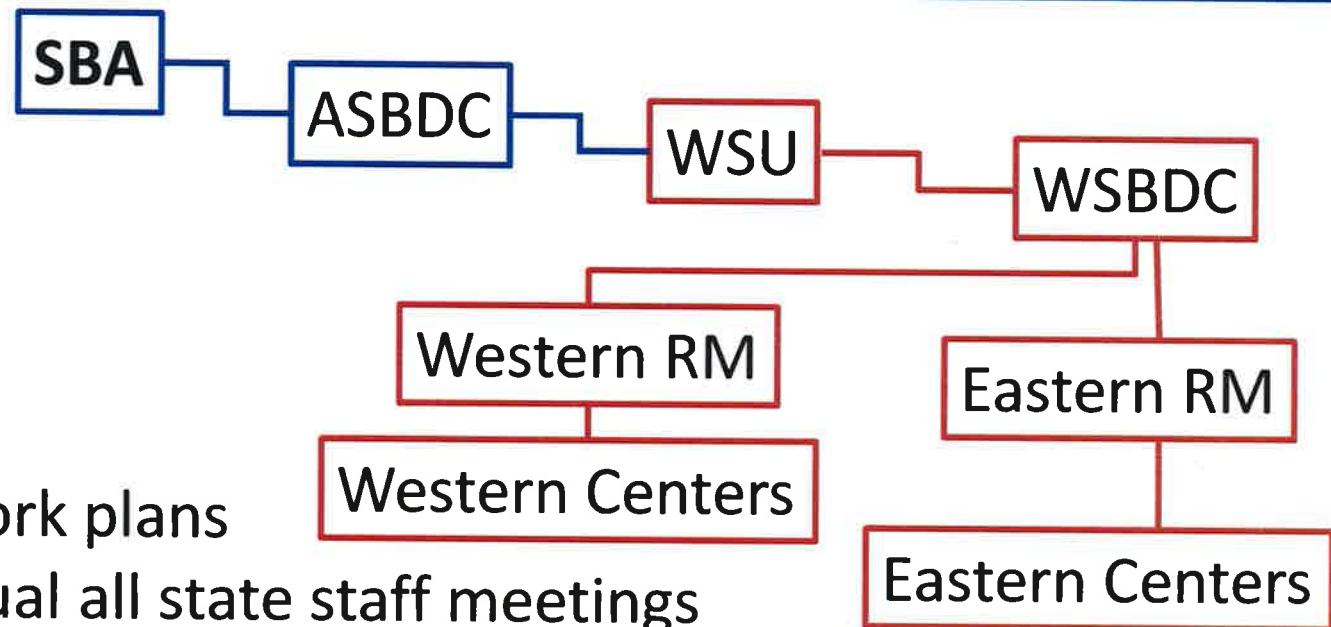
Export/Import success story



What are SBDC clients saying

- *I needed help navigating some financial complications due to the COVID crisis. Mike gave me numbers to call, advised me on the forms to fill out and generally pointed me in the right direction to get the help I needed*
- *Massive help with the Pandemic Unemployment program. Had no knowledge of this program or my eligibility until SBDC participated in the Forks Chamber of Commerce call. Got help successfully applying for this support which has been an invaluable lifeline for me*
- *SBDC helped me start this Biz 25 years ago (Kathleen Purdy) This year, SBDC gave me a lot of help navigating the web for the disaster loans*

WSBDC Organizational Oversight



- Annual work plans
- Semi-annual all state staff meetings
- Quarterly individual performance reviews
- Monthly Network conference calls

WSBDC Code of Professional Conduct

- Clients will be given prompt, courteous, objective advising
- Advisers will avoid any impropriety or the appearance of such
- WSBDC employees face termination for illegal behavior
- WSBDC employees do not endorse products or services
- Investing in or loaning to client businesses is forbidden
- WSBDC employees may never use clients as a source of customers
- The WSBDC does not cosign for loans or serve as guarantor

An entire network of resources

- An asset in the community
- One-on-one advice from over 30 Business Advisors
- Research to help our community grow





North Peninsula Small Business Development Center

Thank You!



NODC Report

NODC Accomplishments:

4th Quarter 2020 and 1st Quarter 2021

Presentation to Clallam County BOCC
June 7, 2021

NODC Mission:

Empower the North Olympic Peninsula
to pursue and invest in its own economic
and environmental destiny.

NODC Role in the Region

- **Regional Economic Development Planning** – produce Comprehensive Economic Development Strategy (CEDS) every 5 years with annual updates in between
- **Support economic development in key sectors** identified in the CEDS – farm & food, forestry, marine trades, etc.
- **Support development of economic infrastructure** in the region such as broadband expansion.
- **Act as a convener and implement projects** that fill gaps.

Economic Recovery and Resilience

EDA CARES Act Funding

- **Business Assistance Program** to assist businesses (and groups of businesses) in expanding the use of **e-commerce and online marketing** – began November 2020.
- **Economic Recovery Coordinator** to work with local governments and partners on economic recovery projects in key sectors, develop collaborations and economic infrastructure such as broadband – beginning January 2021.
- **Regional Recovery and Resilience Plan** and the 2021-2025 Comprehensive Economic Development Strategy (CEDS) – hiring consultants to begin July 2021.

Business Assistance Program

- Provides **free assistance to existing businesses** in Clallam and Jefferson Counties that have been **affected by Covid-19**.
- Practical, confidential, private, hands-on help and coaching for **business websites, e-commerce and social media marketing**.
- Includes **planning for ongoing management** of websites and social media.
- Business owners are responsible for costs of domain name purchase and hosting fees but **NODC assistance is free**.
- **Twenty-six businesses assisted to date.**

Economic Recovery Coordinator

- Convening and coordinating regional committee working to **increase local investment in local businesses.**
- Supporting NODC collaborations on broadband, local forest products and agricultural entrepreneurship.
- Will coordinate **Economic Recovery and Resiliency Planning** process beginning in July.

Agriculture & Food Systems

- USDA-funded project “**Developing Wholesale Markets for Farmers on the Olympic Peninsula**” to identify barriers to local wholesale markets will be completed by July 31, 2021.
- Worked with partners to create and implement **Olympic Peninsula Farmers Fund** in response to Covid-19 crisis.
- Secured new \$85,000 USDA Rural Business Development Grant to provide **intensive, one-on-one technical assistance** to agricultural entrepreneurs and support specialized business workshops.
- Fiscal and administrative sponsor for **Eat Local First Olympic Peninsula** which held **Eat Local Month** in September.

Olympic Peninsula Farmers Fund

- With partners North Olympic Land Trust, Jefferson Land Trust and WSU Extension, **raised and distributed over \$130,000.**
- **Provided pre-paid, long-term contracts to 16 farmers, ranchers and fishers** impacted by Covid-19 sales losses to supply food to food banks, schools and meal programs.
- Food has gone to OlyCap, Tri-Area Food Bank, Sequim Food Bank, Port Angeles Food Bank, Serenity House, Boys and Girls Clubs, Forks Food Bank, Chimacum School District, and Jamestown S’Klallam, Lower Elwha Klallam and Makah food pantries. Food deliveries will continue through 2021.

Agricultural Business Consulting

- One-on-one, **intensive business consulting** for existing farms and ranches interested in expanding into **new markets**, developing **value-added products** or assessing and **removing barriers to growth**.
- Program goals are **growth in revenue and job creation** for ag businesses.
- Currently working with **15 farms and ranches**.
- Also offering in-depth workshops in collaboration with WSU Extension Small Farms Program:
 - Applying for a USDA Value-Added Processing Grant
 - Series of 3 workshops on hiring and managing farm labor

Broadband Planning

- With funding from Port of Port Angeles, coordinated **broadband planning and feasibility project in Clallam County**.
- CBG Communications completed the feasibility study in April – available on the Clallam County Broadband Team web page on the NODC website.
- **Clallam Broadband Committee** includes local governments, Clallam PUD, Port Angeles School District, Peninsula College, North Olympic Library Services and others.
- **Continuing coordination role** as local governments work to develop projects in preparation for surge in federal funding for rural broadband.

Forest Products Sector

- Continuing interviews to **assess potential local wood products industry strategies**, including work with small forest land owners, community forests, value-adding and branding.
- After dozens of interviews with stakeholders from stakeholders including landowners, loggers, small sawyers, retailers, woodworkers, foresters and others, now wrapping up interviews and analyzing key findings.
- Participating in a group convened by the Nature Conservancy Innovation Network that is working on **increasing supply of alder/maple** from small forest land owners and developing new **value-adding and markets**.

Climate Change Planning

- Secured a **\$170,000 grant from the National Estuary Program** to support Regional Climate Change Planning work, including consulting services to assist local governments in implementing climate change adaptation strategies.
- Project goals:
 - Planning process with local governments and stakeholders to agree on regional goals for adaptation and/or mitigation.
 - Create “toolbox” for local governments with sample language, code, permitting processes, etc.
 - Consultant to work with local governments on their own plans.
- Currently hiring consultant. Work to begin in July.

NODC Members

10,000 Years Institute
Center for Inclusive Entrepreneurship
City of Forks
City of Port Angeles
City of Port Townsend
City of Sequim
Clallam County
Clallam County EDC
Clallam County PUD
Clallam Transit
Craft3
Dungeness Valley Creamery
EDC Team Jefferson
Jamestown S'Klallam Tribe

Jefferson Community Foundation
Jefferson County
Jefferson County PUD
Jefferson Land Trust
North Olympic Land Trust
Northwest School of Wooden Boatbuilding
Port of Port Angeles
Port of Port Townsend
Port Townsend Food Co-op
Port Townsend Foundry
Sequim-Dungeness Valley Chamber
of Commerce
WSU Clallam County Extension
WSU Jefferson County Extension

EDC Report



June 7, 2021

Q4 2020 & Q1 2021 Review



Clallam County Economic Development Council

COVID-19 Response – Resources

Q4 2020 & Q1 2021

- 7 Federal Programs: Second Round of PPP Loans, EIDL Loans, Targeted EIDL Loans Grants, Supplemental EIDL Grants, Shuttered Operator Venue Grant, Restaurant Revitalization Fund, Phase 2 & 3 of Provider Relief Fund Grant
- 8 State funded Grants: Working WA 3 & 4 grants, Childcare Covid-19 Grant & Childcare grants for nonprofits and tribes, ArtsWA Grant, Resiliency Grants, Ag
- 4 Local & County Grants: Lifeboat 2 grant, Kitsap Bank's Edg3 Fund 2020, First Federal Community Foundation, Sound Publishing's Home Fund

Methods Used to Get the Word Out about Available Resources Q4 2020 & Q1 2021

➤ 156 Email Campaigns in 2020/2021

- Averaging 3/week since outbreak of Public Health Emergency
- Targeted Email Campaigns to Specific Groups

➤ Social Media Platforms - Facebook, Instagram & YouTube

➤ 26 Coffee with Colleen Public Zoom Presentations by Experts in their Field

➤ Individual Phone Calls & Texts to over 820 Targeted Small Businesses

➤ Social Media & 2 New Video Productions – Doing Biz in Clallam & Remote Worker

Choose Clallam First:

Facebook Followers: 3900+

Instagram Followers: 1080+

Websites:

www.ChooseClallamFirst.com

6826 Visits in Q4 2020

5280 Visits Q1 2021

www.Clallam.org

3500 Visits in Q4 2020

5310 Visits in Q1 2021

Grant Administration

Q4 2020 & Q1 2021

➤ Q4 2020

- Working Washington 2 – Distributed \$145,390 in grants to 21 Clallam Businesses – Closed out the grant with Commerce
- Lifeboat 2 – Distributed \$1,145,300 in grants to 208 Clallam Businesses – Closed out grant with Clallam County
 - 206 Businesses received \$645,300; Blackball-\$500k; ACTI-\$200k.

➤ Q1 2021

- CDBG with Jefferson County – Distributed \$82,560 to 19 Clallam Businesses – Closed out the grant with Jefferson County & Contracted with CIE for 156 hours of Counseling Support
- Working Washington 3 – Provided Technical Assistance to 93 Clallam Restaurants, Bars & Fitness Centers that received \$1,162,500 through Commerce
- Resiliency Grants – Provided Technical Assistance to 13 Minority Clallam Businesses that received \$104,000 through Commerce

Programs

Q4 2020 & Q1 2021

Q4 2021

- NOLA Steering Committee settled on 3 top Priorities
- Developed Large Employer List (Always a Work in Progress)
- Began Child Care Alliance – Dr. Lynn Keenan

Q1 2021

- Virtual Job Fair – Feb 16, 2021; at end of Q1 2800+ people still receiving some type of unemployment
- Beginning in March – April 8 Workshops on Public Works Contracting – Videos of workshops [available online](#).
- Begin Development to update Countywide Strategic Plan: 2017 – 2021
- Analyzing the American Rescue Plan Act



American Rescue Plan Act

Q1 2021

Developed an color-coded abbreviated version of the American Rescue Plan Act, which we believe pertains specifically to Clallam county and coordinates with the chart found at chooseclallamfirst.com/the-american-rescue-plan-act drawing thousand of views.

For Profit Businesses Non-Profit Local Governments School Households Health Care Care of Children Education Other Americans Farm Businesses Homelessness Unlabeled Category Legend	EDC Clallam County Economic Development Council This spreadsheet provides direct links and general funding descriptions contained in the 642 page American Rescue Plan Act of 2021 signed into law by President Biden on March 11, 2021. Not all sections of the Act are included in this spreadsheet. The Clallam EDC selected sections that we believe pertain to individuals, businesses, and local governments of Clallam County. However, for purposes of brevity this spreadsheet does not include any of the complex tax credits and changes for individuals or households that are contained throughout TITLE IX—COMMITTEE ON FINANCE. The full text of the bill can be found below						
	Category	American Rescue Plan of 2021	Federal Amount	Allocated for Clallam County (Currently 2.2% state + 1% Clallam)	Funding Source	General Description of Purpose of Funding	
	TITLE I—COMMITTEE ON AGRICULTURE, NUTRITION, AND FORESTRY						
	Subtitle A—Agriculture						
	Food Distribution	Sec. 1001	Food supply chain and agriculture pandemic response	\$4,000,000,000	\$600,000	USDA	For FY 2021 - Grants to Food Banks & Farmers Markets etc.
	Health Care Providers	Sec. 1005	Emergency rural development grants for rural health care	\$300,000,000	\$150,000	USDA	Until September 30, 2023, reimburse for revenue lost etc.
	Farmers	Sec. 1006	Farm loan assistance for socially disadvantaged farmers and ranchers			USDA	Provides a payment or an payment up to 100 percent of the outstanding
	Farmers	Sec. 1006	USDA assistance and support for socially disadvantaged farmers, ranchers,	\$1,000,000,000	\$222,200	USDA	
	Subtitle B—Nutrition						
	Households	Sec. 1101	Supplemental nutrition assistance program		\$0		
Farmers	Sec. 1104	Commodity supplemental food program	\$1,600,000,000	\$200,700	USDA	Until September 30, 2021,	
Households	Sec. 1105	Reimbursements to state benefits	\$17,000,000	\$0	USDA	encourage the exportation of Ag commodities by the payment	
Households	Sec. 1107	Meals and supplemental reimbursements for people + 13	\$600,000,000	\$147,000	USDA	State Agency has AUTHORITY TO INCREASE AMOUNT OF CLAIMS FOR V	
Households	Sec. 1108	Pandemic EBT program		\$0	USDA	National School Lunch Program (NSLP) now will also reimburse for	
TITLE II—COMMITTEE ON HEALTH, EDUCATION, LABOR, AND PENSIONS							
Subtitle A—Education Matters							
PART I—DEPARTMENT OF EDUCATION							

Contractual Requirements Q4 2020 & Q1 2021

	Q4 2020	Q1 2021	Total	Contract Req 2 QTR
Business Retention & Expansion (outreach – grant funded employee)	1,347	877	2,224	18/6
Business Assistance (they contact us – Average 1/business day)	45	62	107	12/12
Marketing to Biz outside Clallam	4 Mill A, Dash Air, Developer A, Timber	4 Mill B, High Tech Manuf, Developer B	8	6
Readiness & Capacity Building	37	40	77	24/6
Total:	1,395	943	2,338	



Clallam County Economic Development Council

Marketing Clallam County Q4 2020 & Q1 2021

- Video Production by Story Crane Videos - Silas Crews

- [Doing Business In Clallam County](#)

- [Choose Clallam First & Masking](#)

- 4 more being produced

- Questions?



Clallam County Economic Development Council



3
6/7/21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 06/07/21

REGULAR AGENDA ☒ **Meeting Date:** 06/15/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-19-01 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Amendment 2 to the 18HSGP Operation Stonegarden Grant Agreement (#E20-053) to revise the grant budget to ensure all remaining funds are expended.

Fuel and Mileage funding is decreased and will be expended in the Overtime and Equipment categories.

Budgetary impact:

No budget action is required for the County's 11068.811 Operation Stonegarden fund.

Recommended action:

Recommend approval by the Board and signature by the Chair.

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz, Alice Hoffman

Relevant Departments: Sheriff's Office

Date submitted: 06/02/21

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

Washington State Military Department AMENDMENT

1. Subrecipient Name and Address: Clallam County Sheriff's Office 223 East 4th Street, Suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Number: E20-053 11068-19-01	3. Amendment Number: 2
4. Subrecipient Contact, phone/email: Alice Hoffman, 360-417-2257 ahoffman@co.clallam.wa.us		5. Department Contact, phone/email: Gary Stumph, 253-512-7483 gary.stumph@mil.wa.gov	
6. EIN: 91-6001298	7. Assistance Listings # (formerly CFDA) & Title: 97.067 18HSGP (OPSG)	8. Federal Funding Identification #: EMW-2018-SS-00088-S01	
9. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the US Department of Homeland Security (DHS)			
10. Description/Justification of Amendment: The budget has been modified through the Fragmentary Operations Order approval process to ensure all funds are expended. Attachment 1, the FEMA approval letter is modified and supersedes the original FEMA approval letter. Changes are noted in strikethrough and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: 1. The Grant Agreement Amount of \$400,000 remains unchanged . 2. The Grant Agreement End Date of July 31, 2021, remains unchanged . 3. Replace the Original Attachment 1, with Revised Attachment 1, as described on Page 2 of this Amendment. 4. Replace Amendment 1 Revised Attachment 2 with Attachment 2, 2nd Revision , as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Subrecipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 7/30/2018 Assistant Attorney General		Signature _____ Date _____ Mark Ozias, Chair Clallam County BOCC APPROVED AS TO FORM (if applicable): <i>Elizabeth Stanley</i> 6/2/2021 Applicant's Legal Review Date	

Washington State Military Department Amendments to Agreement E20-053

1. Replace Original Attachment 1

- a. **Replace** Original Attachment 1 FFY18 HSGP Award Documents EMW-2018-SS-00088-S01 **with** Revised Attachment 1 FFY18 HSGP Award Documents EMW-2018-SS-00088-S01.

2. Replace Attachment 2

- a. **Replace** Amendment 1, Revised Attachment 2 Work Plan/Budget **with** attached Attachment 2, 2nd Revision Work Plan/Budget.



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

Washington Military Department
Gail Cram
Building 20
Camp Murray, WA 98430 - 5122
Re: Amendment #: EMW-2018-SS-00088-A07

Dear Gail Cram,

The amendment to change the award information for Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP) (Award #: EMW-2018-SS-00088-S01) has been approved on 03/23/2021. The changes to the award information are listed below.

Period of Performance Change:

Previous End Date:	08/31/2021
Adjusted End Date:	08/31/2022

Previous Budget End Date:	08/31/2021
Adjusted Budget End Date:	08/31/2022

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

A handwritten signature in black ink, appearing to read "Shenua Wong".

SHENAUZ SUBRINA WONG
Assistance Officer

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington Military Department
ORGANIZATION EIN: 91-8001095
ORGANIZATION DUNS: 808883383
ORGANIZATION TYPE: State governments
ORGANIZATION CONGRESSIONAL DISTRICT CODE: WA-09
ORGANIZATION PHYSICAL ADDRESS: Building 20
Camp Murray, WA 98430 - 5122
ORGANIZATION MAILING ADDRESS: Building 20
Camp Murray, WA -
PROGRAM: Homeland Security Grant Program
SOLICITATION NAME: Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP)
SOLICITATION YEAR: 2018
SOLICITATION DESCRIPTION: The objective of the FY2018 HSGP is to provide funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.
AMENDMENT NUMBER: EMW-2018-SS-00088-A07

Name of the AO who signed the amendment

SHENAUZ

WONG

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Article I - Summary Description of Award

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,208,000, Urban Area Security Initiative (UASI) funding in the amount of \$5,000,000, and Operation Stonegarden (OPSG) funding in the amount of \$2,580,000. The following counties shall receive Operation Stonegarden subawards for the following amounts: Clallam, \$400,000; Colville Tribe, \$200,000; Ferry, \$200,000; Island, \$200,000; Jefferson, \$80,000; Nooksack, \$90,000; Okanogan, \$200,000; Pend Oreille, \$150,000; San Juan, \$160,000; Skagit, \$100,000; Spokane, \$150,000; Stevens, \$150,000; Swinomish Tribe, \$90,000; Whatcom, \$410,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Operation Stonegarden Program Hold

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

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Acceptance of Post Award Changes

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

Article V - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article VI - Whistleblower Protection Act

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

Article VII - Use of DHS Seal, Logo and Flags

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

Article VIII - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article IX - Universal Identifier and System of Award Management (SAM)

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

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

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

Article XI - Rehabilitation Act of 1973

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

Article XII - Trafficking Victims Protection Act of 2000

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

Article XIII - Terrorist Financing

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

Article XIV - SAFECOM

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

Article XV - Reporting Subawards and Executive Compensation

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

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Copyright

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

Article XVIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

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

Article XXIII - Acknowledgment of Federal Funding from DHS

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

Article XXIV - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at ocrcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

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

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

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVII - Notice of Funding Opportunity Requirements

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

Article XXVIII - Non-supplanting Requirement

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

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

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

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Lobbying Prohibitions

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

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

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

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

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

Article XXXIV - Fly America Act of 1974

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

Article XXXV - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXXVI - Federal Debt Status

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

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

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

Article XXXVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XL - Duplication of Benefits

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

Article XLI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XLII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XLIII - Prior Approval for Modification of Approved Budget

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

FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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

The following reallocation of Operation Stonegarden (OPSG) funds is based on a request from the recipient reviewed and approved by FEMA. In its request, the recipient confirmed that its requested reallocations and subaward changes comply with the terms of this grant award, including 2 C.F.R. 200.339. The amended OPSG allocations are as follows: Clallam, \$400,000; Colville Tribe, \$0; Ferry, \$200,000; Island, \$289,170.83; Jefferson, \$0; Nooksack, \$170,000; Okanogan, \$400,000; Pend Oreille, \$150,000; San Juan, \$160,000; Skagit, \$10,829.17; Spokane, \$150,000; Stevens, \$150,000; Swinomish Tribe, \$90,000; Whatcom, \$410,000. DHS has determined that these changes are in the interests of homeland security pursuant to 6 U.S.C. 609(e).

Obligating Document for Amendment

1a. AGREEMENT NO. EMW-2018-SS-00088-S01	2. AMENDMENT NO. EMW-2018-SS-00088-A07	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AMENDMENT	5. CONTROL NO. WX03515N2018T , WX03516N2018T , WX03930N2018T
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6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
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9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 03/23/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2018 To: 08/31/2022 Budget Period 09/01/2018 08/31/2022
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15. DESCRIPTION OF ACTION

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

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2018-FA-GG01-P410-4101-D	\$6,208,000.00	\$0.00	\$6,208,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GH01-P410-4101-D	\$5,000,000.00	\$0.00	\$5,000,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GG02-P410-4101-D	\$2,580,000.00	\$0.00	\$2,580,000.00	See Totals
TOTALS			\$13,788,000.00	\$0.00	\$13,788,000.00	\$0.00

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

N/A

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

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

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

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

17. RECIPIENT SIGNATORY OFFICIAL OR DESIGNEE (at the time of the Award) (Name and Title)
Daugherty, Bret Major General, The Adjutant General

SIGNATURE DATE
09/12/2018 23:49



DATE
Tue Mar 23 20:10:39 GMT
2021

18. FEMA SIGNATORY OFFICIAL (Name and Title)
SHENAUZ SUBRINA WONG, Assistance Officer

**FFY18 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

The OPSG Program provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

Per the FY18 Notice of Funding Opportunity, responsibilities of the Subrecipient include:

- Conduct operations, on an as-needed basis throughout the length of the grant performance period;
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
- Ensure all required reports, including reports from friendly forces, are submitted to the Border Patrol and the State Administrative Agency (SAA), when applicable, in the proper format and within established timeframes;
- Ensure applicable Operation Stonegarden derived data is shared with the designated fusion center in the state and/or Urban Area.
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area; and
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures.

Attachment 2 includes the Work Plan/Budget and Timeline.

The Work Plan/Budget is made up of the 18OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter (if required) addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Personnel expenditures will not exceed 50% of the agreement award stipulated by the grant. If the amount for personnel costs allocated in the budget is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver has been approved by DHS. Once a Personnel Cap Waiver Approval Letter is received, the Subrecipient will be held to the approved amount. If the total personnel expenditure amount exceeds the DHS approved amount, a revised Personnel Cap Waiver request will need to be submitted and approved by DHS, and the expenditures above the approved amount will not be reimbursed unless and until a revised approval letter is received from DHS.
- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.
- Cumulative transfers between budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department.

Revised Budget E20-053

The below table compiles and summarizes the Budget Category modifications that are outlined in the following Work Plan/Budget.

Budget Category	Original	Modification	Amended Budget
Operational OT/Fringe	\$283,814.36	\$1,825.79	\$285,640.15
Equipment	\$80,205.00	\$2,022.86	\$82,227.86
Fuel	\$7,200.00	(\$2,317.20)	\$4,882.80
Maintenance	\$0.00	\$0.00	\$0.00
Mileage	\$3,626.64	(\$1,531.45)	\$2,095.19
Travel	\$0.00	\$0.00	\$0.00
M&A (County)	\$20,000.00	\$0.00	\$20,000.00
Indirect	\$5,154.00	\$0.00	\$5,154.00
TOTAL	\$400,000.00	\$0.00	\$400,000.00

WORK PLAN/BUDGET

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

April 30, 2021

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 1
Camp Murray, WA 98430-5122

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

Operations Order No: 19-BLWBLW-11-009 V1
Fiscal Year: 2018
Amount Approved: \$400,000.00
Operations Order Dates: 9/1/2018 – 8/31/2022
Recipient: Clallam County, Washington

Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk, and vulnerability along our Nation's borders. Please see below for all approved costs for this OPORD and refer to the OPORD for specific items.

Category	Amount
Overtime:	\$228,002.51
Fringe:	\$57,637.64
Equipment:	\$82,227.86
Fuel:	\$4,882.80
Maintenance:	\$0
Mileage:	\$2,095.19
Travel:	\$0
County M&A:	\$20,000.00
Indirect Cost:	\$5,154.00
Total	\$400,000.00

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 802-2755.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Sincerely,

Lindsey Tomes
Preparedness Officer
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE)* of *Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under Individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of \$100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

April 8, 2021

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 1
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD) has reviewed the request submitted by Clallam County, WA to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609).

Clallam County has requested to expend \$305,640.15, or approximately 77 percent of its FY 2018 Operation Stonegarden allocation of \$400,000.00, on operational overtime and related personnel costs under Operations Order # 19-BLWBLW-11-009 V1. This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is therefore approved pursuant to the waiver authority provided by 6 U.S.C. § 609(b)(2)(B).

As a reminder, future personnel waiver requests must also be submitted to FEMA for prior approval. Please contact your Preparedness Officer, Lindsey Tomes, at (202) 802-2755 if you have any questions.

Sincerely,



Stacey N. Street
Director
Office of Grants Administration

Cc: Vincent Maykovich, Acting Regional Administrator, Region X
Kerry L. Thomas, Director, Preparedness Grants Division
Patrick Marcham, Grants Division Director, Region X
Virginia Warren, Deputy Director, Preparedness Grants Division
Alexander Mrazik, Jr., Branch Chief, Preparedness Grants Division
Kimberley Marshall, Section Chief, Preparedness Grants Division
Lindsey Tomes, Preparedness Officer, Preparedness Grants Division

www.fema.gov

Clallam County Sheriff's Office 18OPSG Revised Timeline

Date	Task
September 1, 2018	Grant Agreement Start Date
July 31, 2019	Operations Order approved by FEMA
September 1, 2019	Estimated date work will begin
NLT January 31, 2020	Submit Reimbursement Request
NLT March 15, 2020	Submit 2020 Indirect Rate Agreement
NLT April 30, 2020	Submit Reimbursement Request
NLT July 31, 2020	Submit Reimbursement Request
NLT October 31, 2020	Submit Reimbursement Request
NLT January 31, 2021	Submit Reimbursement Request
NLT February 25, 2021	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
NLT March 15, 2021	Submit 2021 Indirect Rate Agreement
NLT April 30, 2021	Submit Reimbursement Request
July 31, 2021	Grant Agreement End Date. All work ceases.
NLT September 14, 2021	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2018 - August 31, ~~2021~~ 2022



AGENDA ITEM SUMMARY

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

4
6/7/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** June 7, 2021

REGULAR AGENDA ☒ **Meeting Date:** June 15, 2021

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-OLYSHEL, AMENDMENT#1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Personal Services Agreement between Clallam County Health and Olympic Community Action Programs for operation of the Social Distancing Center, located at 2140 W. 18th Street, Port Angeles. The Agreement allows Olympic Community Action Programs to provide management and staffing at the Social Distancing Center from June 1, 2021 to August 31, 2021. The compensation shall not exceed \$157,634.00.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approve Personal Services Agreement.

County Official signature & print name: KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: June 2, 2021



PERSONAL SERVICES AGREEMENT

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

Name: Olympic Community Action Programs

Address: 823 Commerce Loop
Port Townsend, WA 98368

Phone N^o: (360) 385-2571

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of August 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2021.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 2021

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

1. Olympic Community Action Programs (OlyCAP) will provide management and staffing at the temporary Recovery Shelter facility (located at 2140 West 18th in Port Angeles) being initiated due to the COVID19 pandemic.
2. Provide personnel to assist with running the Recovery Shelter and to fill non-medical staffing needs.
3. Make case workers available to assess the nonmedical individual needs of Recovery Shelter guests.
4. Submit periodic reports back to Clallam County Health and Human Services (HHS) regarding the status of the Recovery Shelter operations.
 - a. the number of people being sheltered and number of meals served
 - b. the status of supplies
 - c. any problem areas
5. Provide support of facility operations.
6. Provide the necessary training to personnel.
7. Develop (in coordination with HHS) and post Recovery Shelter rules and signage for hygiene.
8. Monitor capacity among unsheltered service providers who are agency partners and refer clients to participating agencies as capacity permits.
9. Coordinate with other local human service providers and volunteers to provide social amenities, as possible.
10. Coordinate with other local community-based organizations, other human service providers, and local businesses to provide basic supplies to individuals who are guests of the Recovery Shelter.
11. Coordinate with partner service providers as needed for behavioral health needs of the guests.
12. Establish procedures for handling medical emergencies (presumably, the local fire department or paramedic services will be the first contact).

BUDGET/FEE SCHEDULE
June 1, 2021 – August 31, 2021

All invoices will be based on actual cost plus Indirect Cost Recovery (ICR).

COMPENSATION

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

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

OR

☒ **b. COMPENSATION:** For services rendered, the County shall compensate the Contractor for actual costs incurred, plus ICR, NOT TO EXCEED the following:

Salaries & Benefits	\$139,000
Mileage	\$1,119
ICR	<u>\$17,515</u>
TOTAL NOT TO EXCEED	<u>\$157,634</u>

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

Each request for payment shall be supported by an invoice specifying: Total Salaries, Total Mileage, Total ICR, as well as copies of timesheets, and a GL Extract showing amounts paid for Salaries and Mileage.

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.

- (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kevin LoPiccolo

Title: Interim Director

Address: 111 E 3rd Street Port Angeles, WA 98362

Telephone: 360-417-2523

E-mail: klopiccolo@co.clallam.wa.us

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☒ Other (specify): Weekly

Progress reports shall include, at a minimum, the following: Number of people at Recovery Shelter, number of meals, status of supplies, and any problem areas.

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$2,000,000 per occurrence
--	----------------------------
- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

5
6/7/21

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ **Meeting Date:** 6/7/21

REGULAR AGENDA ☒ **Meeting Date:** 6/15/21

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925. 21.011 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

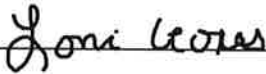
Approval of this agreement is needed to complete the process.

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?** ☐

\$13,100 "Keeping the Lights On COVID-19" – Dungeness Crab & Seafood Festival.

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

Approve agreement for "Keeping the Lights On COVID-19".

County Official signature & print name:  Loni Gores – Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

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

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

GRANT AGREEMENT

19925.21.011

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362	Name of organization: <u>Dungeness Crab & Seafood Festival</u>
	Address: <u>105 ½ E 1st Street</u>
	<u>Port Angeles, WA 98362</u>
_____ Mark Ozias, Chair	_____ Signed by:
_____ Date	_____ Title:
Attested to:	_____ Printed Name:
_____ Loni Gores, CMC	_____ Date:
THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	

RECIPIENT is/was a successful applicant for funds available under the “Keep the Lights On” grant program of the County’s Lodging Tax Advisory Committee (“LTAC”), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$13,100.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
 - No grant funds shall be used for capital expenditures such as the purchase of equipment.
- If applicable, continue planning for the event or festival your organization has responsibility for.
- Spend all grant funds on or before November 1, 2021.
- Provide to the LTAC on or before December 1, 2021 a brief written report describing what the grant funds allowed your organization to undertake, complete or conduct that would not have been possible (or less likely to occur) without these grant funds.
 - This report may, if applicable, include a list of operational expenses paid by your organization that were payable by your organization because of these grant funds.



AGENDA ITEM SUMMARY

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

6
6/7/21

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ Meeting Date: 6/7/21

REGULAR AGENDA ☒ Meeting Date: 6/15/21

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925.21.012 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

Approval of this agreement is needed to complete the process.

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?** ☐

\$17,583- "Keeping the Lights On COVID-19" – Forks Timber Museum.

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

Approve agreement for "Keeping the Lights On COVID-19".

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

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

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

LTAC Forks Timber Museum COVID.docx
Revised: 3-04-2019

GRANT AGREEMENT

19925.21.012

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362	Name of organization: Forks Timber Museum
	Address: P.O. Box 873 Forks, WA 98331
_____ Mark Ozias, Chair	_____ Signed by: Title:
_____ Attested to:	_____ Printed Name:
_____ Loni Gores, CMC	_____ Date:
THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	

RECIPIENT is/was a successful applicant for funds available under the “Keep the Lights On” grant program of the County’s Lodging Tax Advisory Committee (“LTAC”), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$17,583.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
 - No grant funds shall be used for capital expenditures such as the purchase of equipment.
- If applicable, continue planning for the event or festival your organization has responsibility for.
- Spend all grant funds on or before November 1, 2021.
- Provide to the LTAC on or before December 1, 2021 a brief written report describing what the grant funds allowed your organization to undertake, complete or conduct that would not have been possible (or less likely to occur) without these grant funds.
 - This report may, if applicable, include a list of operational expenses paid by your organization that were payable by your organization because of these grant funds.



AGENDA ITEM SUMMARY

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

7
6/7/21

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ **Meeting Date:** 6/7/21

REGULAR AGENDA ☒ **Meeting Date:** 6/15/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925.21.013 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

Approval of this agreement is needed to complete the process.

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?** ☐

\$25,000- "Keeping the Lights On COVID-19" - Dungeness River Audubon Center.

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

Approve agreement for "Keeping the Lights On COVID-19".

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

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

LTAC Dungeness River Audubon Center COVID 5-13-21.docx

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

Revised: 3-04-2019

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

GRANT AGREEMENT

19925.21.013

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362 _____ Mark Ozias, Chair Date Attested to: _____ Loni Gores, CMC THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	Name of organization: <u>Dungeness River Audubon Center</u> Address: <u>P.O. Box 2450</u> <u>Sequim, WA 98382</u> Signed by: Title: _____ Printed Name: _____ Date: _____

RECIPIENT is/was a successful applicant for funds available under the “Keep the Lights On” grant program of the County’s Lodging Tax Advisory Committee (“LTAC”), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$25,000.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
 - No grant funds shall be used for capital expenditures such as the purchase of equipment.
- If applicable, continue planning for the event or festival your organization has responsibility for.
- Spend all grant funds on or before November 1, 2021.
- Provide to the LTAC on or before December 1, 2021 a brief written report describing what the grant funds allowed your organization to undertake, complete or conduct that would not have been possible (or less likely to occur) without these grant funds.
 - This report may, if applicable, include a list of operational expenses paid by your organization that were payable by your organization because of these grant funds.



8
6/7/21

AGENDA ITEM SUMMARY

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

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ **Meeting Date:** 6/7/21

REGULAR AGENDA ☒ **Meeting Date:** 6/15/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925.21.014 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

Approval of this agreement is needed to complete the process.

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?** ☐

\$20,000- "Keeping the Lights On COVID-19" – Forks Old Fashioned 4th of July Committee.

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

Approve agreement for "Keeping the Lights On COVID-19".

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

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

LTAC Forks Old Fashioned 4th COVID 5-13-21.docx

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

Revised: 3-04-2019

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

GRANT AGREEMENT

19925.21.014

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362 _____ Mark Ozias, Chair Date Attested to: _____ Loni Gores, CMC THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	Name of organization: <u>Forks Old Fashioned 4th of July Committee</u> Address: <u>P.O. Box 881</u> <u>Forks, WA 98331</u> Signed by: Title: _____ Printed Name: _____ Date: _____

RECIPIENT is/was a successful applicant for funds available under the “Keep the Lights On” grant program of the County’s Lodging Tax Advisory Committee (“LTAC”), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$20,000.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
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9
6/7/21

AGENDA ITEM SUMMARY

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

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ **Meeting Date:** 6/7/21

REGULAR AGENDA ☒ **Meeting Date:** 6/15/21

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925.21.015 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

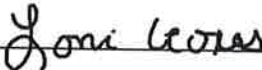
One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

Approval of this agreement is needed to complete the process.

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?** ☐
\$11,309- "Keeping the Lights On COVID-19" – Feiro marine Life Center.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve agreement for "Keeping the Lights On COVID-19".

County Official signature & print name:  Loni Gores – Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

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

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

LTAC Feiro Marine Life Center COVID 5-13-21.docx
Revised: 3-04-2019

GRANT AGREEMENT

19925.21.015

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362	Name of organization: <u>Feiro Marine Life Center</u>
	Address: <u>P.O. Box 625</u>
	<u>Port Angeles, WA 98362</u>
_____ Mark Ozias, Chair	_____ Signed by:
_____ Date	_____ Title:
Attested to:	_____ Printed Name:
_____ Loni Gores, CMC	_____ Date:
THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	

RECIPIENT is/was a successful applicant for funds available under the “Keep the Lights On” grant program of the County’s Lodging Tax Advisory Committee (“LTAC”), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$11,309.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
 - No grant funds shall be used for capital expenditures such as the purchase of equipment.
- If applicable, continue planning for the event or festival your organization has responsibility for.
- Spend all grant funds on or before November 1, 2021.
- Provide to the LTAC on or before December 1, 2021 a brief written report describing what the grant funds allowed your organization to undertake, complete or conduct that would not have been possible (or less likely to occur) without these grant funds.
 - This report may, if applicable, include a list of operational expenses paid by your organization that were payable by your organization because of these grant funds.



10
6/7/21

AGENDA ITEM SUMMARY

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

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ **Meeting Date: 6/7/21**

REGULAR AGENDA ☒ **Meeting Date: 6/15/21**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925.21.016 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

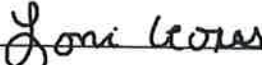
Approval of this agreement is needed to complete the process.

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?** ☐

\$5,000- "Keeping the Lights On COVID-19" - Lincoln Park BMX Association.

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

Approve agreement for "Keeping the Lights On COVID-19".

County Official signature & print name:  Loni Gores - Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

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

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

GRANT AGREEMENT

19925.21.016

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362	Name of organization: <u>Lincoln Park BMX Association</u>
	Address: <u>403 South Lincoln Street, #4</u>
	<u>Port Angeles, WA 98362</u>
_____ Mark Ozias, Chair	Signed by: _____ Title: _____
_____ Attested to:	Printed Name: _____
_____ Loni Gores, CMC	Date: _____
THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	

RECIPIENT is/was a successful applicant for funds available under the "Keep the Lights On" grant program of the County's Lodging Tax Advisory Committee ("LTAC"), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$5,000.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
 - No grant funds shall be used for capital expenditures such as the purchase of equipment.
- If applicable, continue planning for the event or festival your organization has responsibility for.
- Spend all grant funds on or before November 1, 2021.
- Provide to the LTAC on or before December 1, 2021 a brief written report describing what the grant funds allowed your organization to undertake, complete or conduct that would not have been possible (or less likely to occur) without these grant funds.
 - This report may, if applicable, include a list of operational expenses paid by your organization that were payable by your organization because of these grant funds.



AGENDA ITEM SUMMARY

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

11
6/7/21

Department: BOCC/Lodging Tax Advisory Committee

WORK SESSION ☒ **Meeting Date:** 6/7/21

REGULAR AGENDA ☒ **Meeting Date:** 6/15/21

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #19925.21.017 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Lodging Tax Advisory Committee called for request for proposals (RFP) from tourism related Nonprofit Organizations for "Keeping the Lights On COVID-19" (4th call) for up to four months as the COVID-19 virus works its way through the tourism financial system. The deadline for applications was on May 3, 2021.

One May 13, 2021 Lodging Tax Advisory Committee met to review the RFP and made a recommendation to the BOCC for one time expenditure.

The BOCC met on June 7 and 15, 2021 review and recommend approval of a Resolution to authorize one time expenditures for approved "Keeping the Lights On COVID-19" RFP.

Approval of this agreement is needed to complete the process.

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?** ☐
\$15,850- "Keeping the Lights On COVID-19" - Sequim Irrigation Festival.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve agreement for "Keeping the Lights On COVID-19".

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: May 13, 2021

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)
- LTAC Sequim Irrigation Festival COVID 5-13-21.docx
Revised: 3-04-2019

GRANT AGREEMENT

19925.21.017

COUNTY	RECIPIENT
Clallam County Board of County Commissioners 223 E. 4 th Street, Suite 4 Port Angeles, WA 98362	Name of organization: <u>Sequim Irrigation Festival</u>
	Address: <u>P.O. Box 2073</u>
	<u>Sequim, WA 98382</u>
_____ Mark Ozias, Chair	_____ Signed by: Title:
_____ Attested to:	_____ Printed Name:
_____ Loni Gores, CMC	_____ Date:
THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY	

RECIPIENT is/was a successful applicant for funds available under the "Keep the Lights On" grant program of the County's Lodging Tax Advisory Committee ("LTAC"), a grant program authorized by the County Commission because of the COVID-19 pandemic. Lodging Tax is collected pursuant to RCW 67.28.180 and is being disbursed in accordance with this Grant Agreement pursuant to RCW 67.28.1815 and RCW 67.28.1816(1). COUNTY, in reliance upon the application of RECIPIENT, awards RECIPIENT grant funds in the amount of \$15,850.

RECIPIENT, in consideration of receiving these grant funds agrees to do the following:

- Comply with all laws and regulations applicable to it, including those arising from COVID-19.
- Use the grant money solely for operational expenses such as, but not limited to, utilities, taxes, salaries and web site maintenance.
 - No grant funds shall be used for capital expenditures such as the purchase of equipment.
- If applicable, continue planning for the event or festival your organization has responsibility for.
- Spend all grant funds on or before November 1, 2021.
- Provide to the LTAC on or before December 1, 2021 a brief written report describing what the grant funds allowed your organization to undertake, complete or conduct that would not have been possible (or less likely to occur) without these grant funds.
 - This report may, if applicable, include a list of operational expenses paid by your organization that were payable by your organization because of these grant funds.



AGENDA ITEM SUMMARY

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

12
6/17/21

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 6/07/2021

REGULAR AGENDA ☒ Meeting Date: 6/15/2021

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

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19925.21.009
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Forks Chamber of Commerce in the amount of \$40,000 for a new website, as well as, a new roof for the Forks Chamber of Commerce Visitor Center. Funding for this project will come from the Hotel/Motel Tax Fund.

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?** ☒

A Debatable Emergency will be processed in June to add additional funding to the Hotel/Motel Tax fund budget to cover this new contract.

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: Debi Cook

A handwritten signature in green ink that reads "Debi Cook".

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC

Date submitted: 6/01/2021

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

2021 contract Agenda Item Summary 5-20-2021.docx

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

Revised: 3-04-2019

CLALLAM COUNTY BUDGET CHANGE FORM



ate Submitted: 5/20/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	19925.291 ✓	Budget Name	NonDept – Hotel/Motel Tax ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	50800.00.0000	Ending Fund Balance	107,142
Total				107,142 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0162 ✓	Forks Chamber of Commerce	40,000
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0185 ✓	Forks Timber Museum	67,142
Total				107,142 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds for newly approved Hotel/Motel Tax Fund applications: Forks Chamber of Commerce - of \$40,000 for a new website and roof; Forks Timber Museum - \$67,142 for a new roof.

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

67



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.21.009

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

Name: Forks Chamber of Commerce

Address: PO Box 1249
Forks, WA 98331

Phone N^o: 360-374-2531

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☐ Attachment E – (specify)

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

The term of this Agreement shall commence on the fifteenth day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty first day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this first day of June 2021.

Forks Chamber of Commerce

BOARD OF CLALLAM COUNTY COMMISSIONERS

Name:

Lissy Andros, Executive Director

Mark Ozias, Chair

Date: _____ 2021

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for a new website and new roof for the Forks Chamber of Commerce Visitor Center.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FOURTY THOUSAND DOLLARS (\$40,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$40,000 to be paid when the contract is fully executed.

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

- (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of

Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ **COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail).	\$	per occurrence
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☐ **WORKERS COMPENSATION:** Statutory amount

☐ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurance is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

13
6/7/21

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 6/07/2021

REGULAR AGENDA ☒ Meeting Date: 6/15/2021

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

Item Summary:*

☐ Call for Hearing	☒ Contract/Agreement/MOU**	Contract # 19925.21.010
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Forks Timber Museum in the amount of \$67,142 for building improvements. Funding for this project will come from the Hotel/Motel Tax Fund.

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?** ☒

A Debatable Emergency will be processed in June to add additional funding to the Hotel/Motel Tax fund budget to cover this new contract.

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: Debi Cook

A handwritten signature in green ink that reads "Debi Cook".

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC

Date submitted: 6/01/2021

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

2021 contract Agenda Item Summary 5-20-2021.docx

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

Revised: 3-04-2019

CLALLAM COUNTY BUDGET CHANGE FORM



ate Submitted: 5/20/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	19925.291 ✓	Budget Name	NonDept – Hotel/Motel Tax ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	50800.00.0000	Ending Fund Balance	107,142
Total				107,142 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0162 ✓	Forks Chamber of Commerce	40,000
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0185 ✓	Forks Timber Museum	67,142
Total				107,142 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds for newly approved Hotel/Motel Tax Fund applications: Forks Chamber of Commerce - of \$40,000 for a new website and roof; Forks Timber Museum - \$67,142 for a new roof.

County Official Approval: _____

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

67



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.21.010

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

Name: Forks Timber Museum

Address: PO Box 873
Forks, WA 98331

Phone N^o: 360-374-9663

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☐ Attachment E – (specify)

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

The term of this Agreement shall commence on the fifteenth day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty first day of December, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this first day of June 2021.

Forks Timber Museum

BOARD OF CLALLAM COUNTY COMMISSIONERS

Name:

Mark Ozias, Chair

Date: _____ 2021

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the following building improvements:

- New Roof for Museum: \$53,138
- Exit Signs and Lighting: \$500
- Emergency Stairwell for 2nd floor: \$11,000
- ADA Accessible Entrance: \$2,000
- Nature Trail Sign: \$504

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SIXTY SEVEN THOUSAND ONE HUNDRED FOURTY TWO DOLLARS (\$67,142) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$67,142 to be paid when the contract is fully executed.

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
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Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

- (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of

Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ **COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail).	\$	per occurrence
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☐ **WORKERS COMPENSATION:** Statutory amount

☐ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$ _____) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

14
6/7/21

Department: Finance

WORK SESSION ☒ Meeting Date: 6/7/2021

REGULAR AGENDA ☒ Meeting Date: 6/15/2021

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

Item summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 291.21.009
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other Monthly Review

Documents exempt from public disclosure attached: ☐

DATA SHARING AGREEMENT WITH STATE AUDITOR'S OFFICE (SAO)

As a result of a recent bill passed by the WA State Legislature this year, data sharing agreements (DSAs) are required for all state and local governments that share data. The WA SAO has requested the County execute the attached DSA covering the data that we exchange with the SAO during our annual audits. This agreement will cover all audit data shared beginning on July 1, 2021 and will be in effect through May 23, 2024. The Prosecuting Attorney Civil Division has reviewed and approved this agreement, and we are now bringing this DSA for approval by the BOCC.

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?)

We request the BOCC approve this DSA formally in the BOCC meeting to be held on June 15, 2021.

County Official signature & print name: [Signature] Mark Lane

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: Finance Department, Auditor's Office

Date submitted: 5-26-21

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

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

Agenda Item Summary SAO DSA 05262021

Revised: 3-04-2019

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

INTERAGENCY DATA SHARING AGREEMENT

Between

Clallam County

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Clallam County hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA: Agency

Agency Name: Clallam County
Contact Name: Mark Lane
Title: Chief Financial Officer
Address: 223 E 4th St
Port Angeles, WA 98362
Phone: (360) 417-2383
E-mail: mlane@co.clallam.wa.us

AGENCY RECEIVING DATA: SAO

Agency Name: Office of the Washington State Auditor
Contact Name: Carol Ehlinger
Title: Program Manager
Address: 451 Sedgwick Rd Suite 200
Port Orchard, WA 98367
Phone: (360) 895-6133
E-mail: ehlingerc@sao.wa.gov

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT

This agreement shall begin on May 24, 2021, or date of execution, whichever is later, and end on May 23, 2024, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO’s authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA ACCESS

If desired, with the Agency’s permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed.

7. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

8. DATA STORAGE AND HANDLING REQUIREMENTS

Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

9. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

10. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

11. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

12. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

13. OVERSIGHT

The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

14. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution 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 facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

16. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the

DSA Agreement between Agency and SAO

Agency DSA: 21-01

other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.

- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

17. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Signature Date

Signature Date

Title: _____

Title: _____

Approved as to form only by
Elizabeth Stanley
Clallam County Chief Civil DPA