



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, June 3, 2024 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Agreement with Signature Roof Services, LLC for the Fairgrounds Art Barn Roof Replacement Project

Agreement 

3. Agreement amendment 1 with Norpoint Protective Services for Courthouse security.

Agreement amendment 1 

4. Briefing and call for hearing to be held on Tuesday, June 25, 2024 at 10:30 a.m. regarding a resolution authorizing a grant from the Opportunity Fund to Clallam County Public Works ? Clallam Bay/Sekiu System Pump Station Replacement Project

Briefing and notice for hearing. 

5. Resolution modifying change funds for the Health and Human Services Department

Resolution 

6. Agreement amendment 18 with Department of Health for WIC Programs and Group A Water Systems

Agreement amendment 18 

7. Agreement amendment 1 with Department of Health for Developmental Disabilities

Agreement amendment 1 

8. Pre-application questionnaire with Administrative Office of the Court for Small & Rural Court Security Matching Program

Pre-application questionnaire 

Updated document Pre-application questionnaire - updated 5-31-24 

9. Resolution Appointing Jesse Major as the Public Records Officer

Resolution 

Public Works

10. Request of waiver of Bid/RFP/Quote requirement and approval of quote for the Olympic Adventure Trail OAT Whiskey Creek Bridge Replacement Project

Request for waiver of bid/RFP/quote 

Community Development

11. Briefing and call for hearing to be held on Tuesday, June 25, 2024 at 10:30 a.m. regarding an Ordinance titled Agricultural Uses

Briefing and call for hearing 

12. Interlocal agreement with City of Forks, City of Port Angeles and City of Sequim for Climate Planning Grant

Agreement 

Board of Commissioners

13. Agreement with Quileute Tribe for North Olympic Peninsula Recompete Coalition (2e)*

Agreement 

14. Agreement with Makah Tribe for North Olympic Peninsula Recompete Coalition (2f)*

Agreement 

15. Agreement with Hoh Indian Tribe for North Olympic Peninsula Recompete Coalition (2g)*

Agreement 

16. Agreement with Clallam County Economic Development Council for North Olympic Peninsula Recompete Coalition (2h)*

Agreement 

17. Letter of support for Washington Coast Restoration and Resiliency Initiative (1d)*

Letter 

18. Authorizing correspondence regarding the Emergency Operations Center

WSU

19. Pre-application questionnaire with Department of Ecology for 2024 Drought Response Grant Funding

Pre-application questionnaire 

General Discussion/Items for Future Agendas

- A. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- B. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- C. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- D. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- E. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- F. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- G. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

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

**AGENDA ITEM SUMMARY**

JUN 03 2024

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

Department: Parks, Fair and Facilities**WORK SESSION** ☒ **Meeting Date: 06.03.2024.****REGULAR AGENDA** ☒ **Meeting Date: 06.11.2024.****Required originals approved and attached?** ☐
Will be provided on:**Item summary:**

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 301-24-002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐**Executive summary: Agreement Between Owner (Clallam County) and Contractor (Signature Roof Service, LLC) for the Fairgrounds Art Barn Roof Replacement Project #2401FG in the amount of \$85,758.75 tax included.****Budgetary impact:** (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **Funds are in the Budget for \$200,000. This is a REET 1 Project****Recommended action:** Parks, Fair and Facilities recommends awarding the contract to Signature Roof Service, LLC, for \$85,758.75**County Official signature & print name:**  Rick McFarlen.**Name of Employee/Stakeholder attending meeting:** Rick McFarlen**Relevant Departments:** Parks, Fair and Facilities.**Date submitted:** 05.22.2024.

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

**Clallam County Parks, Fair &
Facilities Department**

**Clallam County Fairgrounds
-Art Barn Roof Replacement-**

Located at the Clallam County Fairgrounds
Port Angeles, WA

PROJECT NUMBER:
#2401FG

March 2024

Owner Representative:

Clallam County Parks, Fair & Facilities Department
223 East 4th Street, Suite 7
Port Angeles, WA 98362
Contact: Rick McFarlen, Deputy Director
Phone: 360.417.2302
Email: rick.mcfarlen@clallamcountywa.gov

For the:
BOARD OF CLALLAM COUNTY COMMISSIONERS
Mike French, Chair
Randy Johnson
Mark Ozias

PROJECT MANUAL

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, April 23rd, 2024**, for:

CLALLAM COUNTY
-ART BARN ROOF REPLACEMENT-

complete drawings and specifications may be obtained from Clallam County Parks, Fair & Facilities, Department 223 East Fourth Street Suite 7, located in the basement of the courthouse. All bidding and related questions shall be directed to Rick McFarlen, Clallam County Parks, Fair & Facilities. Phone: 360.417.2302 Email; rick.mcfarlen@clallamcountywa.gov

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - CLALLAM COUNTY - ART BARN ROOF REPLACEMENT**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

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

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

Bidders on the Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 120 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Tuesday, April 16th, 2024@ 2:00 PM. All interested bidders are to meet at the project site, located at Clallam County Fairgrounds 1608 West 16th Street, Port Angeles, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this _____ day of ~~af~~ **2024**.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

ATTEST:

Mike French, Chair

Loni Gores, Clerk of the Board

Publish: **April 5th, and April 12th, 2024** (PDN)

Bill; Parks, Fair & Facilities Department.

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements include Advertisement and Notice of Call for Bids, Instructions to Bidders, Bid Forms, Sample Contract Forms, and Supplementary Instructions. Contract documents consist of Agreement or Contract Form between Owner and Contractor, Conditions of the Contract including General, Supplementary, Drawings, Plans, Specifications, and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instructions issued by the Owner or Owner's representative Engineer, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 A Bid is a properly completed and signed proposal to do the work for sums stipulated and submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform work described as the base to which work may be added or deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid is an amount stated in the Bid to be added or deducted from the Base Bid if Alternate work is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit for materials, equipment, or service as described in Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of work.

ARTICLE 2 BIDDER'S REPRESENTATION

- 2.1 By making a Bid, the Bidder represents that the Bidder has visited the site and become familiar with local conditions under which the work is to be performed, has read and understands all Bidding and Contract Documents, and correlated personal observations with the requirements of the proposed contract documents. Site visits shall be as stated on Notice of Call for Bids.
- 2.2 The Bid is based upon materials, equipment, labor and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of Bidding Documents from the location(s) designated in the Advertisement or Notice of Call for Bids in the number, and for the deposit sum, if any stated therein (limit of 2 sets per contractor). The deposit sum will be refunded to Bidders who submit a bonafide Bid and return Bidding Documents in good condition within ten days after receipt of Bids. A bidder receiving the Contract Award may retain Documents and deposit will be returned.

3.1.2 Bidders shall use complete sets of Bidding documents in preparing Bids; neither Owner nor Owner's representative Engineer assumes responsibility for errors or misrepresentations resulting from use of incomplete Bidding Documents.

3.1.3 In making copies of the Bidding Documents available, the Owner and/or Owner's representative Engineer, do so for the purpose of obtaining Bids and do not confer a license or grant permission for any other use of the Bidding Documents.

3.1.4 Copies of bidding documents and specs are available for review in the Parks Office, Room 052/Suite 7 in the basement of the courthouse.

3.2 Interpretation or correction of Bidding Documents

3.2.1 The Bidder shall carefully examine the Bidding Documents, examine the site and local conditions, and compare them with other work being bid concurrently or presently under construction to the extent that it relates to work being Bid, and shall at once report to the Owner and/or Owner's representative Engineer errors, inconsistencies, or ambiguities discovered.

3.2.2 The Bidder and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Owner and/or Owner's representative Engineer at least seven days prior to the date of receipt of Bids.

3.2.3 Changes in the Bidding Documents will be made by Addendum and changes made in any other manner will not be binding and Bidders shall not rely upon them.

3.3 Substitutions

3.3.1 The materials, equipment, products described in the Bidding Documents establish a standard of function, dimension, appearance, and quality to be met by any substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by Owner or Owner's representative Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contractors that incorporation of the proposed substitution would require, shall be included. The burden or proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.3.5 Should any proposed product substitution require any redesign work by the Owner and/or Engineer or his consultations to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Engineer or Owner at his usual rates for the time expended in the required redesign work.

ARTICLE 4 BIDDING PROCEDURES

4.1.1 Bids shall be submitted on forms identical to ones included in the Bidding Documents; shall have all blanks filled out in ink (typed or manually); with sums expressed in words and figures where indicated

with words governing, and all alternates and unit prices bid. If alternates do not change Base Bid, enter "no change".

4.1.2 interlineations, alterations, and erasures must be initialed by the signer of the Bid.

4.1.3 Bid shall include the legal name of Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall give the state of incorporation or corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid security.

4.2.1 Each Bid shall be accompanied by a bid security in a.) cash, b.) cashier's check/money order, c.) certified check, or d.) Surety Bond in the amount of 5% of the total Bid amount. Bid security shall be in form required, pledging that the Bidder will enter a Contract with the Owner on the terms stated in the Bid, and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bid security of the lowest three Bidders may be retained by the Owner for a period not to exceed 30 days following opening of Bids. All other Bidders' securities shall be returned within ten days of date of receipt of bids. Should Bidder fail to enter into a Contract or furnish bonds where required, the amount of Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Surety Bond shall be written on required forms and the attorney-in-fact who executes the bond shall affix to Bond a certified and current copy of the power-of-attorney.

4.3 Submission of bids

4.3.1 Bids, Bid Security, and other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope marked with the notation "BID PROPOSAL" with project name clearly marked on the outside of the envelope. The envelope shall be addressed to the party receiving the Bids as identified in the Advertisement or Notice Call for Bids and include the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "BID PROPOSAL ENCLOSED" and the project name on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date will be returned unopened. The Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.3 Oral, telephone, telegraphic, or fax Bids are invalid and will not receive consideration.

4.4 Modification or withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period of thirty days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation of the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Bids received on time and properly identified will be opened and read aloud at the Board of Commissioners meeting held immediately after the time and date for receipt of Bids as advertised in Notice Call for Bids.

5.2 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 The Owner may determine that a Bidder is not responsible and reject his proposal for any of the reasons found in Clallam County Code Chapter 3.12.

5.4 Bid award.

5.4.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owners judgment, is in the Owner's best interests.

5.4.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall submit to the Owner or Owner's representative Engineer, upon request, a properly executed Contractor's Qualification Statement in the form requested by the Owner.

6.2.1 Submittals - The Bidder shall, within three days of notification of selection for the award of a Contract, furnish the Owner or Owner's representative Engineer in writing if not required to be included on the Bid Proposal Form:

1. Work to be performed by Bidders own forces.
2. A complete list of sub-bidders or sub-contractors to be used to complete this project.
3. Name of project superintendent or foreman to be used.
4. Names of manufacturers, products, and supplies of principal items or systems proposed for the Work.

6.2.2 Prior to award of the Contract, the Owner, or Owner's representative Engineer, will notify Bidder if Owner has a reasonable objection to a person or entity proposed by Bidder. If Owner has an objection, the Bidder may (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by the substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of withdrawal or disqualification, the Bid Security will not be forfeited.

6.2.3 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.2.4 A copy of Contractor's UBI Certification shall be submitted with the signed agreement.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond requirements

7.1.1 The Bidder shall furnish bonds covering faithful performance and payment of all obligations as described in the Bidding Documents and all bonds shall be paid for by the Bidder and costs shall be included in Bid.

7.2 Time of delivery and form of bonds

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on forms provided by Owner, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum plus sales tax.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT

8.1 Form to be used.

8.1.1 The Agreement for the Work shall be the completed sample included in the Bidding Documents and shall be signed by the Bidder within ten days of notice by the Owner of award of Contract to the Bidder.

ENO OF SECTION 00200

BID PROPOSAL FORM

Project Name: Clallam County Fairgrounds Art Barn Roof Replacement
Project Number(s): #2401FG

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL

1. **BASE BID AMOUNT:**

Seventy eight thousand seven hundred fifty dollars (\$ 78,750⁰⁰).

2. **ALTERNATE BID AMOUNT:**

NIA dollars (\$ 0).

3. **TOTAL BID:**

Seventy eight thousand seven hundred fifty dollars (\$ 78,750⁰⁰).

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that 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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered 1 addenda WH
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name:

Signature Roof Service LLC

Address: 27614 132nd Ave SE
Kent WA 98042

Telephone (206) 236-8232

Contractor's License No.

SIENARS807DF

Exp. Date 3/6/26

The firm submitting this proposal is a:

LLC

Sole Proprietorship
Corporation
Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

William Hague - owner/governor

Billie Jean Hague - owner/governor

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

[Signature]

Billie Jean Hague

(Seal)

FIRM NAME

END OF SECTION 00300

ARTICLE 1 -STATEMENT OF BIDDER'S QUALIFICATIONS

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: _____
2. Business Address: _____
3. How many years has said bidder been engaged in the contracting business under the present firm name?

4. Contracts now in hand (Gross Amount): _____
5. General character of work performed by said company:

6. List of more important projects constructed by said company, including approximate costs and dates:

7. List of company's major equipment:

8. Bank references:

9. Department of Labor and Industries Firm No.: _____
10. Department of Revenue Registration: _____

Name of Bidder

Title

By

Date

ARTICLE 2 -STATEMENT OF PROPOSED SUB-CONTRACTORS AND MAJOR MATERIAL SUPPLIERS

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

SUB-CONTRACTOR'S LIST:

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>

MATERIAL SUPPLIERS LIST:

<u>MATERIAL SUPPLIERS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: _____

PROJECT NAME: **Clallam County Fairgrounds Roof Replacement**
PROJECT NO.: **#2401FG**

DATE: _____

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

- _____ 1. Interest Bearing Account: The County will deposit Retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company for thirty days following the final acceptance of the improvement or work as completed. When the money reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- _____ 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete, and all paperwork submitted. (Pertains to projects under \$35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

(Title)

ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE BOND FOR CLALLAM COUNTY, WASHINGTON

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially**.

_____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof shall void or impair Surety's obligation hereunder.

(3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

- (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
- (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
- (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to

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attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition

(7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint ventures of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____

(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____

(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____)
COUNTY OF _____)

) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**

On this ____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____

SEAL

STATE OF _____)
COUNTY OF _____)

) ss: **ACKNOWLEDGMENT FOR SURETY**

On this ____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____ Attorney-in-Fact for the Surety that executed the foregoing bond and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____

SEAL

ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.
2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.
3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.
4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ (*president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be*) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(CORPORATE SEAL)

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

Individual:

State of _____)
County of _____) ss

On this day personally appeared before me _____ to me known to be the individual, or individuals described herein and who executed the within and foregoing instrument and acknowledged that he (*she or they*) signed the same as his (*her or their*) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 20____

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

ARTICLE SIX- INSURANCE CERTIFICATE - SAMPLE

FORM 05.07.08 PW-ROAUS		CLALLAM COUNTY, WA CERTIFICATE OF INSURANCE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED (Legal name and business address)	CERTIFICATE HOLDER: CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 211 HASTINGS BLVD, 1 FL 7 PORT ANGELES, WA 98362	PROJECT NUMBER: K
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / REMOVAL OF MATERIALS ITEMS		
This Certificate is issued to the Insured named above, the policies and limits are as follows:		

CO CTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YYYY)	Date Policy Expires (MM/DD/YYYY)	AMOUNTS IN THOUSANDS
D	General Liability Products & Completed Operations Automobile Liability Contractors & Subcontractors Protection Deductible: \$				General Aggregate: \$ Products Completed Operations Aggregate: \$ Automobile Aggregate: \$ Each Occurrence: \$ Liability (per person, one fire): \$ Medical Payments (each person): \$
E	Commercial Auto Liability All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability Deductible: \$				CSL: \$ Bodily Injury (per person): \$ Bodily Injury (per accident): \$ Property Damage: \$
F	EXCESS LIABILITY Other Than Umbrella Form				Each Occurrence: \$ Aggregate: \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY: \$ (Each Accident) (Disease Policy Limit) \$
	OTHER				

ADDITIONAL PROVISIONS	
CLALLAM COUNTY is included as additional insured as related to the above-named project. Should any of the above described policies be cancelled before 1st expiration date thereof the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290.	

COMPANIES PROVIDING COVERAGE	ISSUING COMPANY, AGENT OR REPRESENTATIVE
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage. If clarification is needed.	NAME:
A	ADDRESS:
B	AUTHORIZED SIGNATURE:
C	TITLE:
D	SIGNATURE DATE:
E	SIGNED NAME:
	TELEPHONE NO:

END OF SECTION 00400

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Clallam County Fairgrounds Art Barn Roof Replacement
Project Number(s): #2401FG

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **Signature Roof Service, LLC, 27614 132nd AVE SE, Kent, Washington, 98042**, hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement. This agreement contains and is subject to the General Conditions attached hereto as Attachment A and hereby incorporated by reference.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than 110 Calendar Days from Contract Approval subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than 120 Days from Contract Approval.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Seventy-Eight Thousand Seven Hundred Fifty Dollars and No Cents (\$78,750.00)**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1:

Unit Price #1:

7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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- ☐ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

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Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

- ☐ Add that portion of the Contract Sum properly allocable to materials and equipment delivered, and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
- ☐ Subtract the aggregate of previous payments made by the Owner; and
- ☐ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.

8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.

9. Other documents, if any, forming part of the Contract Documents are as follows:

A. UBI Certification # 604-58-4835 (copy to be attached to Agreement)

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

CONTRACTOR:

Name

(By)

(Its)

Date: _____, 2024


This Contract has been Approved as To Form by the
Clallam County Prosecuting Attorney

OWNER:

Clallam County Commissioners

Mike French, Chair

Attest:

Loni Gores, Clerk of the Board

END OF SECTION 00500

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

1.1.1 Contract Documents - consist of Agreement between Owner and Contractor, General Conditions of the Contract, Supplemental Conditions, Bidding Documents, Bonds, Drawings and Specifications, Addenda, approved Alternates, and modifications issued after execution of the Agreement.

1.1.2 The term Work means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.1.3 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work.

1.1.4 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment construction systems, standards and workmanship for the Work and performance of related services.

1.1.5 The Project Manual is the volume assembled for the work which includes the Bidding Documents including Call for Bids and Instructions to Bidders, and Contract Documents.

1.2 Execution, Correlation, and Intent

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement.

1.2.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical, or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 The apparent silence of the specifications or plans as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used. All interpretations of these specifications shall be made on the basis above stated.

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1.3 Ownership of Documents

1.3.1 The Drawings, Specifications and other documents prepared by the Owner or Owner's Engineer are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright.

ARTICLE 2 OWNER

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish surveys, utility locations, or other records that the Owner has presently on file or presently knows of to the contractor upon request. The Owner will not provide additional surveys, layouts or locations unless specifically stated elsewhere in the Contract Documents.

2.1.3 The Owner shall be responsible for obtaining the septic permit as it relates to this project.

2.1.4 The Owner shall have additional responsibilities enumerated herein.

2.1.5 If the Contractor fails to correct Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3 CONTRACTOR

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized (or should have recognized) such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

3.1.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

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3.1.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.1.6 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.1.7 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.1.8 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.1.9 The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.1.10 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, with the exception of the septic permit that has already been obtained by the Owner.

3.1.11 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.1.12 If the Contractor observes that portions of the Contract Documents are at variance with codes, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.1.13 If the Contractor performs Work knowing or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.1.14 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.1.15 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.1.16 The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

3.1.17 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless, the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or

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resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

3.1.18 With respect to performance of this agreement and as to claims against the county, its elected and appointed officers, agents and employees, the Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, as now and 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. This waiver is mutually negotiated by the Owner and Contractor.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 The Owner's project manager shall be the administrator of the contract unless the Owner has agreement for Architectural services.

4.1.1 The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 The Architect will provide administration of the Contract as described in the Contract documents and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Architect will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.1.4 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check observations as an Architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.1.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.1.6 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts to the Owner who has final approval and authority.

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4.1.7 The Architect, with Owner's approval, will have authority to reject Work which does not conform to the Contract documents. Whenever the Architect, with Owner's approval, considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, with Owner's approval, will have authority to require additional inspection or testing of the work. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.8 The Architect will review and, with Owner's approval, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.1.9 The Architect, with the Owner's approval, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the work as provided in Paragraph 7.1.4.

4.1.10 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

5.1.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

5.1.3 The Contractor shall not contract with the proposed person or entity to whom the Owner has made a reasonable and timely objection.

5.1.4 If the Owner has a reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.1.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and

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redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces.

6.1.3 If part of the Contractor's Work depends, for proper execution or results, upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7 CHANGES IN THE WORK

7.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer.

7.1.3 Changes to the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

7.1.4 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. a change in the Work,
2. the amount of the adjustment in the Contract Sum, if any, and
3. the extent of the adjustment in the Contract Time, if any.

ARTICLE 8 TIME AND LIQUIDATED DAMAGES

8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.1.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be

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furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.1.3 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract time shall be extended by Change Order.

8.1.4 Should the Contractor fail to complete the Work within the Contract Time, the Owner will sustain damage.

8.1.5 Therefore, the parties agree that the Contractor shall pay the Owner, as liquidated damages and not as penalty, an amount as follows, which shall be considered to be the amount of the damage sustained by the Owner on account of the condition specified and shall continue to be paid until the condition specified is met.

8.1.6 It is agreed by the parties that time is of essence in this agreement and, if the date of final completion is delayed, the Owner will be damaged. The exact amount of damage will be difficult to calculate, but will include such items as outside leases, loss of efficient function, and inconvenience to the public and to the Owner. **It is agreed between the parties that the amount of damages will be Two Hundred Fifty Dollars and No Cents (\$250.00) per calendar day from Final Completion date as designated on the Form of Agreement between Owner and Contractor.** The Owner may deduct the sum of such liquidated damages from any moneys due or that may become due the Contractor; or if such moneys are insufficient, the Contractor or his Surety or Sureties shall pay the difference.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.1.2 Before the first Application for Payment, the Contractor shall submit to the Owner or Architect a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.1.3 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner or Architect, if one is used, an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies or requisitions from Subcontractors and material suppliers and reflecting Retainage if provided for elsewhere in the Contract Documents.

9.1.4 Such applications may include requests for payment on account of changes in the work which have been properly authorized by Change Orders.

9.1.5 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

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9.1.6 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

9.1.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.1.8 The Owner shall determine the payment amount to be made to the Contractor.

9.1.9 At the time each month stipulated in the Owner/Contractor Agreement, the Owner shall pay to the Contractor an amount equal to ninety-five percent (95%) of the value of labor and material incorporated in the work, all as approved by the Architect in accordance with the provisions of the Contract Documents; such amount paid to the Contractor shall be less the total of all previous payments and deductions provided for in the Contract Documents. The five percent (5%) withheld shall be Retainage, which shall be paid as provided hereinafter. The percentage of contract retained shall be five percent (5%) pursuant to RCW Chapter 60.28, as amended. Thirty days after final acceptance of the completed work, the balance due will be paid, provided,

- a. The work is fully completed.
- b. Certification has been received by the Owner from the State Department of Labor and Industries, as to payment of prevailing wages, in conformance with laws.
- c. Certification has been received by the Owner from the State Department of Revenue that all taxes have been paid, no tax lien may exist, and
- d. The Contractor warrants to the Owner all claims by materialmen and workmen, if any, for unpaid charges against the work have been satisfied, and
- e. To hold the Owner harmless from all liens on the completed work.

In the event these provisions are not met, the Owner may pay a percentage of the Retainage, holding back that quantity of money for materialmen and laborer's liens, tax liens, cost and attorney's fees to defray the cost of foreclosing all other liens, costs, and Engineer's fee to defray cost of additional Construction Administration services.

After the award of a Contract for public improvement or work for which retained percentages are required to be reserved under the provisions of RCW 60.28.010., Owner shall require the Contractor to exercise in writing, one of the options listed in RCW 60.20.010.

Retained amounts shall be paid into an escrow account, if requested, in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which shall accrue to the benefit of the Contractor.

9.1.10 Final payment will not be made by the Owner until all contract conditions and requirements have been fulfilled and all forms and certificates are received in full.

9.1.11 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or Architect will promptly make such inspection, and when Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if, in fact, the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby.
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

10.1.4 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

10.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.1.6 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.1.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

10.1.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.1.9 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.1.10 The Contractor agrees to comply with Chapter 49.18 RCW providing that no laborer, workman, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do the work or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such as

danger to life or property, the hours of work may be extended, but in such cases shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the Owner. Contractor further agrees the said Contract is terminable in case the Contractor shall violate the provisions of such act.

ARTICLE 11 INSURANCE & BONDS

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. claims for damages insured by usual personal injury liability coverage which are sustained. (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Contractor's obligations.

11.1.2 The Contractor shall name the Owner, the Engineer, their consultants, and their officers, agents, and employees, as additional insured on the insurance policies, except the workers' or workmen's compensation policy. The Contractor shall obtain from the Owner and Engineer the list of names to appear on the insurance policies.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation.
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen, harbor Work, Work at or outside U.S. Boundaries): Statutory
 - c. Employer's Liability: \$2,000,000.00
 - d. Benefits Required by Union labor contracts: as applicable.
 - e. Include all-states endorsement.
2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
 - \$1,000,000.00 Single Limit Per Occurrence
 - Full Contract Amount Aggregate, Products and Completed Operations
 - b. Property Damage: Course of Construction Insurance
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate

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- c. Products and Completed Operations Insurance shall be maintained until 30 days after final completion.
 - d. Property Damage Liability Insurance shall include coverage for the following hazards: Vandalism, Fire, Explosion, Collapse, and Underground
 - e. Contractual Liability:
 - 1. Bodily Injury: \$1,000,000 Each Occurrence
 - 2. Property Damage:
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate
 - f. Personal Injury with Employment Exclusion Deleted: \$1,000,000.00 Aggregate
3. Comprehensive Automobile Liability (Owned, Non-owned, Hired):
- a. Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00 Each Occurrence
 - b. Property Damage: \$500,000.00 Each Occurrence
4. If possible, all of the above insurance coverage shall be carried with the same insurance company.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner and the Architect prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, the Architect, the Contractor, and the Owner's insurer. Certificates shall be furnished in duplicate and stipulate all coverage required, and the Contractor shall furnish to the Owner and the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

11.1.5 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made.

11.1.6 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.1.7 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in the locality of the project, on a Bond Form executed in pursuance to Chapter 39.08 Revised Code of Washington. The Bond Form must comply with all requirements of the Owner's attorney.

The surety bond shall be in the following penal sums:

- Performance Bond 100% of agreement sum, including Washington State Sales Tax
- Labor and Material 100% of agreement sum, including Washington State Sales Tax
- Four copies of Bond Certification required.

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11.1.8 The Contract Bond or an equivalent Maintenance Bond shall continue in full force until final acceptance of the Work by the Owner.

11.1.9 The Contractor guarantees the excellence of both workmanship and material, and the payment of all obligations incurred until the Work is finally accepted and for (30) days thereafter, and until the provisions of the Contract Documents are fulfilled.

11.1.10 For the projects under \$25,000.00, Contractor may agree to a 50% Retainage fund in lieu of providing a performance bond. The Retainage fund to be held by the County until work is complete, all paperwork is turned in and state releases signed and returned to County.

ARTICLE 12 WARRANTY

12.1.1 The Contractor shall warranty all labor, materials and work performed for a period of 1 year from date of final completion.

ARTICLE 13 LAW, SUCCESSORS, TESTS

13.1.1 The contract shall be governed by law of the place where the project is located.

13.1.2 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.1.3 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.1.4 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.1.5 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority and shall bear all related costs of tests, inspections and approvals. The contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.1.6 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures.

13.1.7 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

13.1.8 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

ARTICLE 14 TERMINATION

14.1.1 The Owner may terminate the Contract if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials.
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
4. otherwise, is guilty of substantial breach of a provision of the Contract Documents.

ARTICLE 15 PREVAILING WAGES

15.1.1 **REQUIRED: CONTRACTOR TO FILE STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID.** The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries of the State of Washington. The prevailing wage rates for the locality or localities where this Contract will be performed shall be determined by the Industrial Statistician of the Department of Labor and Industries, and are, by reference, made a part of this contract as though fully set forth herein. Current prevailing wage data is furnished by the Industrial Statistician.

15.1.2 **Statement of Intent to Pay Prevailing Wages:** The Contractor, on or before the date of commencement of work, shall complete, file and pay for a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. (State Form LI 700-29), State of Washington, Department of Labor and Industries, "Statement of Intent to Pay Prevailing Wages on Public Contract" form. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Therefore, the Contractor shall familiarize himself with this form and all its requirements. The Owner will not distribute any payments until all required certified copies of such forms are received.

15.1.3 It is the responsibility of the Contractor to require all his Subcontractors to complete and pay for "Statement of Intent to Pay Prevailing Wages" forms, submit these documents to the Department of Labor and Industries for certification and forward certified copies to the Owner as proof that the prevailing wage requirements of RCW 39.12.040 have been satisfied. Additional forms may be obtained from the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, and from all 15 service locations of the Department of Labor and Industries.

15.1.4 Each voucher claim submitted by a Contractor for payment on a project estimate shall state that prevailing wages have been paid in accordance with the pre-filed statement or statements of intent on file with the Department of Labor and Industrial Statistician.

15.1.5 The Contractor and Subcontractors shall further certify that:

- a. He has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offer) to solicit or receive this Contract and
- b. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offer) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this Contract; and

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- c. He has not been asked or otherwise coerced, either expressed or implied, into contributing funds, for any purpose as a condition to doing business with the Owner; and
- d. He agrees to furnish information relating to items 1, 2 and 3 as requested by the contracting officer.

15.1.6 It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final, binding and conclusive on all parties involved in the dispute.

15.1.7 Upon completion of a Public Works Project, the Contractor, for himself and on behalf of all Subcontractors, shall file "Affidavit of Wages Paid" forms. Forms properly executed by the Contractor and all Subcontractors shall be submitted with proper payment to: Department of Labor and Industries, Industrial Insurance Division, Underwriting Section, General Administration Building, Olympia, WA 98504. Each "Affidavit of Wages" must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. Copies of all required statements must be on file with the Owner before the retained percentage is released.

15.1.8 Upon completion of a Public Works project, the Contractor shall file a "Release for the Protection of Property Owner and General Contractor" form (LI 206-83 release 1-67) with the Department of Labor and Industries. The Owner will not disburse final payment or the Retainage to the Contractor until a release has been issued by the Department of Labor and Industries. Contractor shall pay for all costs of obtaining and filing all Labor and Industries forms.

ARTICLE 16 OFFSHORE ITEMS

16.1.1 In compliance with RCW 39.25, the Contractor shall furnish the Owner a certified statement setting forth the nature and source of Offshore items more than \$2,500 which have been utilized under each prime contract in the performance of the work. "Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States including Alaska and Hawaii. This certified statement is mandatory and shall be received before final payment is made on the contract.

ARTICLE 17 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

17.1.1 Pursuant to Chapter 62, Laws of 1973, 1st Ex. Session, those provisions of federal, state and local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect, or are affected by, the herein described project are, to the extent they are reasonably obtainable, as follows: RCW 43.21.030; RCW 90.58.140; RCW 90.58.320; and RCW 70.94.152. Conform with the provisions thereof.

ARTICLE 18 DISCRIMINATION

18.1.1 The Contractor, by entering this contract, agrees that Discrimination in all phases of employment is prohibited by Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11375, the Washington State Law Against Discrimination, Chapter 49.60 RCW, and by Gubernatorial Executive Orders 66-1 and 70-01, among other laws and regulations.

18.1.2 During the performance of this Contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or

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the presence of any physical, sensory or mental handicap, nor shall the Contractor commit any of the other unfair practices defined in RCW 79.60, the Washington State Law Against Discrimination.

2. The Contractor will, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
3. The Contractor will send to each labor union, employment agency, or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of the Contractor's commitments under this contract and RCW 49.60, the Washington State Law Against Discrimination.
4. The Contractor will permit access to its books, records and accounts, and to its premises by the Owner or the Washington State Human Rights Commission for the purpose of investigation to ascertain compliance with these specifications.
5. The Contractor will include the provisions of clauses 1. through 4. above in every Subcontract or purchase order, so that such provisions will be upon each Subcontractor or vendor.

ARTICLE 19 COUNTY/CONTRACTOR RELATIONSHIP

19.1.1 In the event that either the state or federal government determines that an employer-employee relationship exists, rather than an independent contractor relationship, such that Clallam County is deemed responsible for federal withholding, social security contributions 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 based upon the following formula:

Total amount to be reimbursed = Deduction from payment / Number of payments remaining

Notwithstanding a determination by the state or federal government that an employer-employee relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees, including, but not limited to, vacation and medical benefits.

19.1.2 The status of the Contractor hereunder is that of an independent contractor and the Contractor shall not be construed to be an employee of Clallam County. As an independent contractor, the Contractor is not entitled to any benefits available to employees of Clallam County and the Contractor is responsible for withholding any moneys required to be withheld from the Contractor's employees pursuant to local, state, or federal law including, but not limited to, worker's compensation, social security, and taxes.

END OF SECTION 00600

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

- A. Contract Description: The work of this contract includes:

1. Clallam County Fairgrounds

Roof Replacement on Art Barn. Need of other repairs as determined.

Roof to be snap lock metal.

Color TBD

Remove Existing asphalt shingle Roofing System, Clean and dispose of debris.

Inspect the decking for any damaged or rotten wood. Replace any damaged decking with like kind.

Metal Roof

Install new High Temp Ice Shield.

Install new Synthetic Felt Underlayment

Install new 2" Mechanically Seamed .024-gauge 16" Standing Seam Roofing System

Install new Eave Drip Edge

Install new Rake Drip Edge

Install new Side Wall Flashing

Install new Hip and Ridge Cap

Install new Pipe Flashings

Install new .024 Gauge Commercial Gutter

Install new .024 Gauge Downspouts

Fabricate and install new custom 24 Gauge fascia covering over all Rake and lower eaves

-
- B. The Contractor is responsible for verifying all systems, assemblies, and details of construction prepared by the Owner or Owner's consultant as appropriate to and within the standard practices of the building trades involved. The Contractor and all his subcontractors and sub-subcontractors shall have reviewed all documents thoroughly and shall report any/all discrepancies, irregularities, and items that differ from standard practices during the bidding phase. The Contractor shall be responsible for ensuring proper coordination between the Owner and all trades and all the corresponding documentation directing those trades. The Contractor shall also be responsible for confirmation of all manufacturers' instructions and special requirements for the use and application of their products.

2. WORK NOT IN CONTRACT

- A. 'NIC' (Not in Contract) items are as follows:

1.

3. CONTRACTOR USE OF PREMISES

- A. The Contractor shall have access only to the areas where the new work is to be executed. The Contractor shall coordinate with the Owner for staging, power outages, construction, and parking during construction, which will be limited to the area of Work. Work times and dates shall be scheduled and approved by the Owner prior to start of work.

- B. Given the nature of the day-to-day operations of this facility, it is imperative that all scheduling of work be approved beforehand by the Owner.

4. UNIT PRICING

- A. See Bid Forms, Section 00300
- B. Unit Prices: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

5. ALTERNATES

- A. Alternates quoted on Bid Forms, Section 00300, will be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related Work as required for a proper installation of all the Work of this Contract.
- C. Alternates: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

6. COORDINATION

- A. Coordinate scheduling, submittals, trades, and Work of the various sections of specification to ensure efficient and orderly sequence of installation of interdependent construction elements with a minimum of public service disruption.

7. WORKING HOURS

- A. Working hours shall be per the Contractor's set time frame(s).
- B. The Owner has no timeframe requirements, although the Owner must be notified a minimum of 36 hours before any construction work so that proper signage and notification can be given to the public.

8. EXAMINATION

- A. Verify that existing conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

9. PREPARATION

- A. Clean substrate surfaces prior to applying the next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

10. SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier, and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in

accordance with the requirements of the Work and Contract Documents, prior to submitting the submittal for review by the Owner or Owner's Representative Engineer.

- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and submit submittals as required; identify all changes made since previous submittal.
- E. Submit a minimum of three (3) copies.

11. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, or when no level of quality is specified, perform Work as would be standard for a "custom" installation.
- B. Comply with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

12. TOLERANCES

- A. Monitor tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturers' tolerances.

13. REFERENCES

- A. Conform to reference standards applicable for each system, product, or assembly as commonly applied to each trade or discipline for this type of work and level of quality specified or implied, by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

14. ELECTRICITY

- A. Power is available in some locations, but not available on the roof. Contractor must provide his/her own electrical generating equipment if/when needed and provide an approved barrier between power generating equipment and roof membrane.

15. LIGHTING FOR CONSTRUCTION PURPOSES

- A. Lighting is available in some locations but not on the roof. Contractor must provide his/her own electrical generating equipment for lighting if/when needed and provide an approved barrier between power generating equipment and roof membrane.

16. WATER

- A. Contractors may use existing water as available at facility and in proximity to the project. Any equipment modification required to accommodate the Contractor's needs shall be at the

Contractor's cost. Modifications shall only be made with the approval of the County and equipment shall be returned to its original condition or better at the conclusion of the work.

17. SANITARY FACILITIES

- A. The Contractor shall supply temporary toilet facilities at a mutually agreed upon location with the Owner.

18. PROJECT SAFETY

- A. At a minimum, the Contractor shall erect and maintain an orange construction fence, or an alternative acceptable to the Owner, around the entire area of work, and provide temporary closures for protection of adjacent existing conditions, and barriers and signage to protect the public from construction hazards, including any overhead work. Prior to leaving the site in the evening the Contractor shall inspect and ensure all fencing and barriers adequately protect the public from the safety hazards created by the work of this project in the Work area.
- B. Contractor shall provide barrier beneath any/all equipment subject to fluid leakage. Any equipment or machinery liquid that leaks on the asphalt shall be cleaned immediately at the Contractors expense.

19. PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

20. SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft. There is no on-site security.

21. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain construction area in a clean and orderly condition. The contractor is responsible for all costs involved in waste removal and the site must be cleaned up at the end of each work day.

22. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Completion review if applicable.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to their original condition. Restore permanent facilities used during construction to be specified condition.

23. PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components specifically identified for reuse.

- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced and/or added in addition to existing components, e.g. lighting, switches, receptacles, etc.

24. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

25. CONTRACT CLOSE-OUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the General Conditions and the Contract Documents and ready for Owner inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price previous payments, and amount remaining due.
- C. Complete and submit all required documentation, covered in this Project Manual, and the drawings.
- D. At completion of project the Contractor shall provide three (3) copies of Maintenance & Operation (M&O) manuals which shall be divided by Section and include all major components used in detail, submittals and warranties. Manuals shall be delivered in hard back 3-ring binders with the project name and number on the cover.
- E. Submit Substantial Completion Form - Section 01070.

26. FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Precautions should be made to minimize air-borne dust particles on existing equipment and throughout the office environment.
- B. Thoroughly clean all surfaces exposed to view, and remove waste and surplus materials, rubbish, and construction facilities from the site.

27. TESTING AND ADJUSTING

- A. Perform any/all testing of installed as per Manufacturer's recommendations if applicable.

28. WARRANTIES

- A. Provide triplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers in 3-ring binders with labels. This may be included with Maintenance & Operations (M&O) manuals.
(See 25. D. above)
- B. Submit prior to final application for payment

29. WA STATE L&I PREVAILING WAGE

- A. This project is subject to WA State L&I Prevailing Wage Rates. Certified Payroll will be required.

- B. All required Intents and Affidavits of wages paid must be submitted prior to Owner request from the State for retainage release.

END OF SECTION 01001

PROJECT: Clallam County Fairgrounds
Art Barn Roof Replacement

Owner/Arch/Eng: Clallam County
Project Number: #2401FG

TO:

Contractor:

Contract for:

Contract Date:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, 20____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner/Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Owner/Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ____ days from the above Date of Substantial Completion

CONTRACTOR

BY

DATE

The Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession thereof at _____ p.m. on _____, 20____.

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:



BUSINESS LICENSE

Issue Date: Mar 08, 2024

Limited Liability Company

Unified Business ID #: 604584835

Business ID #: 001

Location: 0001

Expires: Sep 30, 2024

SIGNATURE ROOF SERVICE LLC
30355 KENT BLACK DIAMOND RD SE
KENT WA 98042-4539

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 3/31/2025) - ACTIVE

PULLMAN GENERAL BUSINESS - NON-RESIDENT - ACTIVE

UNIVERSITY PLACE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

SIGNATURE ROOF SERVICE

SIGNATURE ROOF SERVICE LLC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 604584835 001 0001

STATE OF WASHINGTON

Expires: Sep 30, 2024

SIGNATURE ROOF SERVICE LLC
30355 KENT BLACK DIAMOND RD
SE
KENT WA 98042-4539

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
RIDGEFIELD GENERAL BUSINESS -
NON-RESIDENT (EXPIRES 3/31/2025)
- ACTIVE
PULLMAN GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
UNIVERSITY PLACE GENERAL
BUSINESS - NON-RESIDENT
(EXPIRES 12/31/2024) - ACTIVE



AGENDA ITEM SUMMARY

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

JUN 03 2024

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 6/3/24

REGULAR AGENDA ☒ **Meeting Date:** 6/11/24

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-23-06 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Norpoint Services has been providing courthouse security since mid 2022, when the jail staffing levels fell to critical minimums and the corrections deputies could no longer staff that auxiliary assignment. They were awarded the bid in 2023 for the opportunity to provide continued service, with an initial contract period of January 2024 through June 2024. While corrections staffing levels have increased there are still 7 open positions, and many of the new employees are still going through Corrections Academy and training and not able to independently fill staffing positions as of yet. Additional time is needed before corrections staff have the numbers hired and trained to resume courthouse security duties, so this amendment to the Norpoint contract extends out the period by another six months as well as adding additional duties specific to County Elections as requested by the Auditor.

Budgetary impact: The \$130,680 for continuation of current security detail will be requested by budget emergency from the Sheriff's Office. The \$43,780 of new Elections security will be covered by the Auditor's Office.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

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

Name of Employee/Stakeholder attending meeting: Don Wenzl

Relevant Departments: Sheriff, Auditor

Date submitted: 5/29/24

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



PERSONAL SERVICES AGREEMENT AMENDMENT 1

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

Name: Norpoint Protective Services

Address: 1010 South C Street
Port Angeles, WA 98363

Phone N°: 877.667.7676

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on December 12, 2023.

This Amendment is comprised of:



Attachment A – Scope of Work



Attachment B – Compensation

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

This agreement is modified to continue security services for the Courthouse and Juvenile and Family Services courtroom, as well as provide an additional 30 hours per week to provide security services directly to the Elections Division of the Auditor's Office. The costs for the Elections Division security will be reimbursed by the Washington Secretary of State's Office.

The term of this Amendment shall commence on the 1st day of July 2024 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2024. This contract may be extended with a review of rates, services, and needs of CCSO and County Administrative staff. Review and contract writing will need to commence on December 5 and be completed by December 15, 2024.

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

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Steven Bentley, Norpoint Protective Services

Mike French, Chair

Title: _____

Date: _____ 2024

Originals: BOCC
Vendor
Initiating Department
Auditor

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

SCOPE OF WORK

1. Norpoint Protective Services (NPS) will provide security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.
2. NPS will provide two properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from July 1, 2024, until December 31, 2024.
3. NPS will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to ten hours per week, on a schedule to be determined and flexible based on that court schedule each week.
4. NPS will provide security personnel for the Elections Division at the Courthouse, up to thirty (30) hours per week, on a schedule to be determined and flexible directed by the Clallam County Auditor or designee.
5. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, BOCC public meetings on Tuesdays, designated Election Division areas and be posted at the security desk on the main floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, an NPS security officer will be posted in or near the juvenile courtroom.
6. NPS will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests regarding courthouse and courtroom security will be immediately reported to an NPS supervisor and CCSO contract manager. Any requests regarding election issues will be immediately reported to the Auditor or designee.
7. Due to any state of emergency, pandemics, or other uncontrollable mitigating factors, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, the client, as conditions worsen or lessen, at our sole discretion, while providing the required security coverage.
8. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.

9. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.
10. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
11. All Invoices will be based on actual costs.

COMPENSATION

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

SERVICE	RATE	DURATION	ANTICIPATED TOTALS
Courthouse Security Officer	\$55.00 per hour	8 hours per day (8:30am to 4:30pm) Closed weekends and holidays.	132 Days \$58,080.00
Courthouse Security Officer	\$55.00 per hour	8 hours per day (8:00am to 4:00pm) Closed weekends and holidays.	132 Days \$58,080.00
Juvenile Services Security Officer	\$55.00 per hour	Ten (10) hours per week, scheduled based on court schedule.	26.4 weeks \$14,520.00
Elections Division Security Officer	\$55.00 per hour	Thirty (30) hours per week, scheduled based on Elections needs.	26.4 weeks \$43,780.00
TOTAL			\$174,460

Payments for completed tasks shall be made no more frequently than ☒ every two weeks.

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

In no event shall Contractor be compensated in excess of ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY DOLLARS and ZERO CENTS (\$174,460.00) for the completed work set forth in Attachment "A."

2. AND

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



4
JUN 03 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-3-24**

REGULAR AGENDA ☒ **Meeting Date: 6-11-24**

Item summary:

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

Executive summary:

Clallam County Public Works has submitted an application to request a grant from the Opportunity Fund in the amount of \$940,000 for the Clallam Bay/Sekiur Sewer System Pump Station Replacement Project.

One May 23, 2024 the Opportunity Fund Advisory Board (OFB) convened in accordance with Clallam County Code 5.40 to consider the application submitted by Clallam County Public Works.

Clallam County owns and operates two Wastewater Treatment Plants and the two associated collection systems located in the Clallam Bay/Sekiur Urban Growth area. This infrastructure was installed in 1978 and has been operating continuously ever since.

The Clallam EDC deemed the application met all requirements to be considered by the OFB and deemed it eligible for funding according to CCC 5.40.041.

The Prosecuting Attorney's Office has reviewed and approved the application.

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?** ☐
\$940,000 – Opportunity Fund

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review application and request a call for hearing to hold hearing and request approval of a resolution on June 25, 2024.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Opportunity Fund Board – Alan Barnard, Clallam EDC – Colleen McAleer, Prosecuting Attorney's Office, Finance Department, Clallam County Public Works

Date submitted: May 29, 2024

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

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

Opportunity Fund Clallam Bay Sekiur Sewer 6-11-24
Revised: 3-04-2019

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

PUBLIC HEARING

Proposed Grant from the Opportunity Fund for the
Clallam Bay/Sekiu Sewer System Pump Station Replacement Project

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 25, 2024 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Resolution listed above. The proposed Resolution is available on the County website

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Public Hearing to consider a Resolution proposed grant from the Opportunity Fund for the Clallam Bay/Sekiu Sewer System Pump Station Replacement Project

Publish: June 14, 2024
Bill: Board of Commissioners

Loni Gores, MMC, Clerk of the Board



MEMORANDUM FOR RECORD

RECEIVED
CLALLAM CO. COMMISSIONERS

MAY 23 2024

1...2...3...A...

TO: Clallam County Commissioners

CC: Clallam County Opportunity Fund Board Members
Mark Lane, Clallam County Chief Financial Officer
Colleen McAleer, Clallam County EDC Executive Director

FROM: Alan Barnard, Chairman of the Opportunity Fund Board

DATE: May 23, 2024

RE: Opportunity Fund Board Meeting – May 23, 2024 – Clallam Bay/Sekiu Sewer System Pump Station Replacements

On May 23, 2024, the Opportunity Fund Advisory Board convened in accordance with Clallam County Code 5.40 to consider an application from Clallam County Public Works for a request in the amount of \$940,000 in supplemental funding for the Clallam Bay/Sekiu Sewer System Pump Station Replacements.

An abridged version of the application made by Clallam County public Works is attached.

The outcome of the meeting was to forward the application from the Clallam County Public Works Department to the Board of County Commissioners for approval. The following motion passed unanimously:

"The Opportunity Fund Board recommends to the Board of County Commissioners to approve a grant in the amount of \$940,000 to fund the Clallam Bay/Sekiu Sewer System Pump Station Replacements."

The Clallam EDC deemed the application met all requirements to be considered by the Opportunity Fund Advisory Board and deemed it eligible for funding according to CCC 5.40.041.

Board members posed in-depth inquiries to the applicant regarding loan options and whether pursuit of county, state or federal funding could be obtained.

Should you require any additional information please contact me.

Sincerely,


Alan Barnard
Chair, Clallam County Opportunity Fund Board



Clallam County Board of Commissioners

223 East Fourth Street, Suite 4

Port Angeles, WA 98362

360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Section 1 – Applicant Information

Date: 01/05/2024		Project Title: Clallam Bay/Seki Sewer System Pump Station Replacements	
Local Government Applicant: Clallam County Public Works			
Contact: Ronald Garcelon			
Address: 223 E 4th Street, Suite 6			
City: Port Angeles		Zip: 98362	
Phone #: 360-417-2441		POC Email: ron.garcelon@clallamcountywa.gov	
Position of Authorized Signer: Steve Gray, Deputy Director of Public Works			

Section 2 – Attach a copy of your Detailed Description of Project Proposal including information regarding why the Opportunity Funds are necessary and other funding sought.

Please see Attachment A

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

Section 3 – Application Funding Requested

Amount of Loan Requested:	\$ 0
Amount of Grant Funds Requested	\$940,000
Local Government Match:	\$ 3,196
Private Matching Funds: (if applicable)	\$ 0
State Matching Funds: (if applicable)	\$ 0
Federal Matching Funds: (if applicable)	\$ 0
Total Project Cost:	\$943,196
Amount Raised to Date:	\$3,196

Loan terms proposed: *(if applicable)*

Requested Rate of Interest:	
Total number of years for repayment:	
# of Years for Deferral Period: (if applicable):	
Type of Loan Payment Schedule: (Check One Type Below)	
Straight Line Amortization	
Decreasing Payments	
Increasing Payments	
Other (Specify in Project Proposal)	

If Opportunity Fund grant funding is being applied for explain the project's revenues will not have sufficient cashflow to support loan payments:

Due to the low population of this area, there is insufficient revenue in the Clallam Bay/Seki Sewer systems to fund required capital improvements and replacements. In 2023 Clallam County passed a new comprehensive ordinance for the Clallam Bay/Seki sewer systems. This ordinance has resulted in an increase of \$199,000 invoiced for sewer service per year. However, with the costs for operation and maintenance (O&M) of the aging systems, they are still operating at a deficit. A rate

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

evaluation for an updated ordinance is planned for later in 2024. The goal of the proposed rate adjustments is to cover the remaining funding gap for O&M. There is insufficient population in the Clallam Bay – Sekiu area for user fees to cover both O&M and loan payments for needed capital improvements.

Section 4 – Project Site Information:

- A) Link and page # detailing the project's inclusion in an officially adopted Clallam County overall capital facilities plan, or economic development section of Clallam County's comprehensive plan, or the comprehensive plan of a city within Clallam County:

<https://www.clallamcountywa.gov/DocumentCenter/View/14458/Capital-Plan> Page 3

2018 General Sewer and Wastewater Facilities Plan:

<https://www.clallamcountywa.gov/DocumentCenter/View/5039/General-Sewer-and-WasteWater-Facilities-Plan-PDF?bidId=>

Clallam Bay / Sekiu General Sewer/Facilities Plan Amendment:

<https://www.clallamcountywa.gov/DocumentCenter/View/13155/GSPWWFP-Report-Amendment-2-13-23?bidId=>

- B) Include a site map of the area. Identify the location of the site, and public infrastructure (existing and/or proposed).

Please see attached.

- C) Project cost breakdown:

Engineering, Design and Specifications for Clallam Bay and Middle Point Pump Stations:

Clallam Bay Pump Station:

County Staff Design/Engineering	\$39,875
County Survey Crew	\$ 9,896

Middle Point Pump Station:

County Staff Design/Engineering	\$39,875
County Survey Crew	\$ 9,896

Total:	\$99,542
---------------	-----------------

Pumps, controls, telemetry, wet wells, dry wells for both pump stations:

Clallam Bay Pump Station:

Two Sewage Pumps:	\$94,095
Telemetry:	\$ 4,976
Wet Well Components:	\$25,106
Dry Well Components:	\$10,235
Controls:	<u>\$15,078</u>

Middle Point Pump Station:

Two Sewage Pumps:	\$85,338
Telemetry:	\$ 4,976
Wet Well Components:	\$25,106
Dry Well Components:	\$20,470
Controls:	<u>\$15,078</u>

Total: \$300,458

RFP, Contract and Installation of both pump stations by selected contractor:

Clallam Bay Pump Station:

RFP Preparation & Contract:	\$ 2,138
Installation of Pump Station by Selected Contractor:	\$254,250
Construction Management:	\$ 9,662

Middle Point Pump Station:

RFP Preparation & Contract:	\$ 2,138
Installation of Pump Station by Selected Contractor:	\$262,150
Construction Management:	<u>\$ 9,662</u>

Total: \$540,000

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

- D) Specifically, for what element(s) of the project are Opportunity Fund Program (OFF) dollars being requested?

-Engineering, Design and Specifications of two pump stations: Clallam Bay Pump Station & Middle Point Pump Station

-Purchase of 4 sewage pumps, 2 control panels & telemetry for two pump stations

-Components for wet wells and dry wells for two pump stations

-RFP, Contract, and Installation of pump stations by selected contractor

- E) Estimated schedule for project completion:

Estimated Completion Dates:

- Begin Engineering: 08/30/2024
- All permits obtained: N/A
- Land/Right-of-Way Acquisition N/A
- Complete Engineering 12/01/2024
- Order Pumps & Materials 12/01/2024
- Complete Bid Documents 12/31/2024
- Award Construction Contract 02/28/2025
- Begin Construction 04/30/2025
- Complete Construction 12/31/2025
- Project Operational 12/31/2025
- Other: _____

- F) What other jurisdictions are involved in the planning, design, financing, construction, operation or use of this project? (cities, counties, state/federal agencies, tribes, etc.):

Clallam County is the only jurisdiction involved with this project.

- G) Will the applicant maintain the project? If not, who will be responsible for its maintenance?

Clallam County Public Works will maintain the pump stations as part of the Clallam Bay/Seki Sewer System.

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

Section 5 – Affordable Workforce Information (If applicable):

- A) Does this project directly fund infrastructure related to Affordable Workforce Housing?

Yes	XX
No	

If no, skip to Section 6.

This project directly funds infrastructure related to all buildings, residential, public owned or commercial in the service area. This includes all workforce housing in the service area.

- B) If applicable, describe the number of workforce housing units in project that would receive funding if approved:

	Leased	Fee Simple	120%
Type of Units: (e.g., Single Family Residential, fourplex, apartment, etc.):	SFR & Multifamily	SFR & Multifamily	SFR & Multifamily
# of Units in Type:	71	55	
# of Bedrooms per Unit:			

***253 Leased, 197 Fee Simple. The numbers above assume ~28% workforce per capita.**

- C) 100% of Clallam County's Area Median Income (AMI) used for this application: **\$80,800.**
Clallam Bay Median Income: \$44,321, Sekiu Median Income: \$72,917 (Based on 2022 American Community Survey data)
- D) Source used to determine most recent year available for Clallam County's AMI: **HUD**
- E) Describe whether the housing will be for a single person, family, or unrelated persons or a combination: **existing housing.**
- F) If applicable, describe the procedures that will be followed to ensure the occupants are in the workforce and meet the 120% AMI threshold: **N/A**

Section 5 – Private Sector Commitment or Involvement (if applicable)

A) Identify private sector firm(s) and contact person(s) involved in the project:

Private Entity: N/A
POC at Entity:
POC Telephone:
Will entity locate to Project Site?

B) Explain the private sector's involvement in the project. Why does the private sector require the proposed public infrastructure improvements?

N/A

C) Type of jobs to be created/retained:

	# Jobs Retained	# Jobs Created	Ave Annual Wage
Management/Admin (exclusive of owners)			
Supervisors/Professional			
Entry Level Workforce			

This project funds infrastructure that supports all job retention, potential job creation and any residential activities in the project area (Clallam Bay/Seki UGA). Based on Paycheck Protection Plan (PPP) data, 40 jobs in Clallam Bay and 27 jobs in Seki were retained. This is a conservative estimate as not all businesses applied for PPP funding. Furthermore, the project directly funds infrastructure that serves the Clallam Bay Fire Hall, the post office, the Hospital Clinic, North Olympic Library Clallam Bay site and the Clallam Bay School. The school employs 33 full-time workers and serves 124 students.

D) Projected annual gross payroll (exclusive of owner group):

1-3 Years:	\$
3-5 Years:	\$
5-10 Years:	\$

- E) Does the Private Entity commit to signing a standard NDA and to allow a representative from the Clallam EDC to review their Annual Payroll Report to confirm job creation and payroll when requested within the first ten-year term? (check one) **N/A**

Yes	
No	

Section 6 – Financial Information of Applicant

This section examines the general financial status of the applicant.

- A) Provide the most current annual financial report reviewed by the State Auditor. If the most current year is not representative of the past five years, please provide additional information or reports.

The report Financial Statements and Federal Single Audit Report Clallam County for the period January 1, 2022 – December 31, 2022 can be found at:

<https://www.clallamcountywa.gov/ArchiveCenter/ViewFile/Item/901>

- B) Identify funds (General Fund, Utility Fund, etc.) that will be eligible to repay an OFP loan. If any funds cannot be used to service OFP debt, please explain. If a particular fund or revenue source has been identified for repayment of the loan, please describe.

N/A

Section 7 – Declaration

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE OPPORTUNITY FUND BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of responsible official:

Print or Type Name and title:


**Steve Gray, Deputy Director
Public Works**

CLALLAM COUNTY BOARD OF COMMISSIONERS
OPPORTUNITY FUND FINAL APPLICATION FORM



Clallam County Public Works Department

223 E. Fourth St., Suite 6
Port Angeles, WA 98362-3000

Section 2- Attachment A

Clallam County owns and operates two Wastewater Treatment Plants (WWTPs) and the two associated collection systems located in the Clallam Bay/Seki Urban Growth Area (UGA). This infrastructure was installed in 1978 and has been operating continuously ever since. The collection systems consist of gravity piping and seven pump stations that deliver sewage to the treatment plants. The Clallam Bay/Seki Sewer Service Area is the boundary of the UGA. The attached maps show the service area and sewer system infrastructure.

The Clallam Bay-Seki UGA is a residential and economic center along the County's remote northwest coastline. The two UGA sewer systems provide for the necessary wastewater collection and treatment needs for residents, recreational developments, community businesses, (e.g., restaurants, stores, gas station, etc....), public institutions (e.g., school, library) and parks, and other developments. In addition, during the fishing seasons (April – October) there is a very large number of recreational visitors. These recreational visitors travel there from both inside and outside of Clallam County. The sewer systems serve all the RV parks, hotels, and rental properties occupied by visitors during this time. The local economy relies on the recreational activities provided by the area and supported by the sewer infrastructure.

The *2018 Clallam Bay/Seki General Sewer/Wastewater Facilities Plan* identifies the sewer/wastewater system improvements needed. The County is in the process of updating the 2018 Plan assisted by state grant funding to incorporate additional value engineering and alternatives for needed capital improvements, particularly related to the need to replace and upgrade the two existing wastewater treatment plants. This plan update identifies the same system improvements with updated estimates in 2023 dollars: \$13,964,300 for gravity system collection and conveyance related improvements; \$4,910,500 (lift/pump station improvements); and \$24,563,000 for wastewater treatment plant capital improvements. A draft plan amendment has been prepared and submitted to the Washington State Department of Ecology for review and approval.

The Clallam Bay and Seki UGA residential, recreational, commercial, public, and other sewer system users cannot generate sufficient revenue to fund these needed and required capital improvements from user fees alone. The amount of utility fee increases that would be required would be cost prohibitive for this small community with many residents and small businesses with limited budgets.



Clallam County Public Works Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

Historically, user fees have also been insufficient to fully fund the minimum day-day operation and maintenance (O&M) of the two sewer systems in the UGA. The substantial shortfall has been funded by the County's general fund to keep this essential infrastructure operating to serve the community. The County is closing this funding shortfall for O&M with user-based funding. For example, the recent adoption of a new sewer ordinance has resulted in an increase of approximately \$200,000 generated from sewer system users by addressing at how service connections are assessed. However, even with this revenue increase, the costs for O&M of the aging systems, additional user funding will need to be assessed to fully fund O&M. A rate evaluation for an updated ordinance is planned for late 2024. The goal of the proposed rate adjustments is to cover the remaining funding gap for O&M.

Clallam County is addressing the capital improvement needs in a phased approach that is significantly dependent on obtaining grant funding. For example, the County has completed two major sewer conveyance/piping projects in Sekiu with assistance of over two million of grant funding through the Department of Ecology's Clean Water Program. This is specifically due to the condition of the old concrete piping which allows groundwater to infiltrate and has caused multiple overflows in the treatment plants each wet season. To date, the county has replaced 4,568 ft of sewer main pipe, 797 ft of side sewer pipe, and 19 manholes. Additional sewer conveyance improvements are planned in 2024 under this state grant/loan program for similar conveyance system improvements.

In addition to phasing completing of conveyance system improvements identified in the 2018 Plan, the County is securing funding to phase repair/replacements of seven lift/pump stations. To date, the county has repaired/replaced two of the pump stations (Sekiu Pump Station and Lighthouse Pump Station). The next two pump stations that need to be replaced are the Clallam Bay Pump Station and the Middle Point Pump Station. The first two pump stations were paid for with Real Estate Excise Tax (REET) funds. Since then, available REET funding has been allocated to other projects.

The Clallam County Public Works Department is requesting \$940,000 of Opportunity Fund grant funding to construct the needed repair/replacements of the Clallam Bay and Middle Point lift/pump stations. The attached maps show the location of these two lift/pump stations.

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JUN 03 2024



AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** 06/03/2024

REGULAR AGENDA ☒ **Meeting Date:** 06/11/2024

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Resolution modifies change funds for Health and Human Services - Operations. Change funds in place for Health and Human Services-Operation are currently \$300. HHS would like to transfer custodian Karenann Mygind's (\$100) change fund to Samuel Mitchell (\$100). This would leave the HHS-Operations change fund dollar to remain the same (\$300) and is for transfer for custodian only.

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

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health & Human Services

Date submitted: May 29, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - Petty Cash Change Funds 05.29.24.docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2024

MODIFYING CHANGE FUNDS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Change funds in place for HHS-Operations are currently \$300. HHS would like to transfer custodian Karenann Mygind (\$100) to Samuel Mitchell (\$100). This will leave the HHS-Operations change fund dollar amount to remain the same (\$400.00) and is for transfer of custodian only.

Budget/Fund	Name	Current Amount	New Amount
11301.511	HHS – Operations	\$300 (Port Angeles)	No change
11301.511	HHS – Operations	\$100 (Forks)	No change

The custodians in the Port Angeles Office are: Lois Blank (\$100), Kim Warren (\$100), and Samuel Mitchell (\$100).

The custodians in the Forks Offices are: Ruby Nelson (\$50) and Tina Moody (\$50).

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

1. Modify the above change funds for the HHS-Operations Change Fund.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mark Ozias



AGENDA ITEM SUMMARY

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

JUN 03 2024

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: June 3, 2024

REGULAR AGENDA ☒ Meeting Date: June 11, 2024

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#18 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #18 between the Department of Health and Clallam County Health and Human Services. As proposed, the amendment will amend the statement of work/adding \$2,198 to the following program(s):

- Women, Infants, and Children (WIC) Farmers Market Program
- Group A Water Systems

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

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 29, 2024

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

11301-22-CONCON, Amendment #18
Revised: 3-04-2019

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

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 18

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☐ Adds Statements of Work for the following programs:
 - ☒ Amends Statements of Work for the following programs:
Office of Drinking Water Group A Program - Effective January 1, 2022
WIC Nutrition Program - Effective January 1, 2022
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-18 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-17 Allocations as follows:
 - ☒ Increase of \$2,198 for a revised maximum consideration of \$7,630,036.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

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

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

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

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

APPROVED AS TO FORM ONLY
Assistant Attorney General

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHIJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY25 USDA WIC Client Svs Contracts	NGA Not Received	Amd 16	10.557	333.10.55	10/01/24	12/31/24	10/01/24	09/30/25	\$64,225	\$64,225	\$854,116
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 17	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$116,051	\$373,478	
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 16	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$194,688		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$1,438		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$3,000		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$2,588		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$55,713		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$5,175	\$232,638	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	\$2,800	\$2,800	\$2,800
FFY24 USDA FMNP Prog Mgmt	7WA810WA7	Amd 18	10.572	333.10.57	05/01/24	09/30/24	10/01/23	09/30/24	\$598	\$598	\$1,768
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 14	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	\$598	\$598	
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 15	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$20,000)	\$247,677	\$247,677
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$44,131)		
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	\$311,808		
FFY24 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 17	66.472	333.66.47	03/01/24	09/30/24	01/01/24	11/30/24	\$6,500	\$6,500	\$19,500
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	\$6,500	\$6,500	
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	
FFY23 PHEP BP5 LHIJ Funding	NU90TP922043	Amd 14	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	\$59,979	\$59,979	\$174,640
FFY22 PHEP BP4 LHIJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$58,979	\$58,979	
FFY21 PHEP BP3 LHIJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	
FFY21 PHEP BP3 LHIJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$155,332	\$249,749	\$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	(\$35,254)	\$187,476	\$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730		

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

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHIJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$560	\$6,160	\$6,160
FFY24 CDC VFC Ops	NH23IP922619	Amd 13	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$5,600		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHIJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$40,704	\$122,111	\$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$81,407		
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 4, 9, 11, 17	93.323	333.93.32	01/01/22	06/30/24	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 2, 9, 11, 17	93.323	333.93.32	01/01/22	06/30/24	01/15/21	07/31/24	\$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/23	09/30/23	08/01/23	09/30/23	\$1,200	\$1,200	\$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	\$1,800	\$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	\$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY21 CDC COVID-19 PHWFD-LHIJ	NU90TP922181	Amd 17	93.354	333.93.35	07/01/23	06/30/24	07/01/23	06/30/24	\$200,000	\$200,000	\$200,000
FFY22 PH Infrastructure Comp A1-LHIJ	NE11OE000053	Amd 16	93.967	333.93.96	01/01/24	12/31/24	12/01/22	06/30/25	\$200,000	\$200,000	\$200,000
FFY24 HRSA MCHBG LHIJ Contracts	B04MC52960	Amd 14	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	\$66,916	\$66,916	\$133,832
FFY23 HRSA MCHBG LHIJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$66,916	\$66,916	
FFY22 MCHBG LHIJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	\$56,264
FFY22 MCHBG LHIJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		
State Drug User Health Program		Amd 12	N/A	334.04.91	07/01/23	12/31/23	07/01/23	12/31/23	\$7,500	\$7,500	\$7,500
Rec Shellfish/Biotoxin		Amd 13	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$10,000	\$10,000	\$23,850
Rec Shellfish/Biotoxin		Amd 11	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,350	\$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500		
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$33,333	\$33,333	\$102,951
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$33,333	\$33,333	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	

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

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$2,500	\$21,285	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	(\$3,715)		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500		
Small Onsite Management (GFS)		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	(\$8,334)	\$0	\$0
Small Onsite Management (GFS)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	\$8,334		
SFY25 Wastewater Management-GFS		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	\$31,970	\$31,970	\$61,970
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,243,000	\$1,243,000	\$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$690,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	(\$150,514)	\$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000		
SFY24 FPHS-LHJ-Funds-GFS		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$857,000	\$2,100,000	\$2,100,000
SFY24 FPHS-LHJ-Funds-GFS		Amd 13	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$1,243,000		
SFY24 Lead Management (FPHS)		Amd 16	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/24	\$10,000	\$10,000	\$10,000
YR 26 SRF - Local Asst (15%) SS		Amd 18	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	\$800	\$3,600	\$10,600
YR 26 SRF - Local Asst (15%) SS		Amd 15	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	\$2,800		
YR 25 SRF - Local Asst (15%) SS		Amd 18	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	(\$400)	\$3,200	
YR 25 SRF - Local Asst (15%) SS		Amd 14	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$600		
YR 25 SRF - Local Asst (15%) SS		Amd 11	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$3,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
Sanitary Survey Fees SS-State		Amd 18	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$400	\$10,600	\$10,600
Sanitary Survey Fees SS-State		Amd 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$2,800		
Sanitary Survey Fees SS-State		Amd 14, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$600		
Sanitary Survey Fees SS-State		Amd 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$3,000		
Sanitary Survey Fees SS-State		Amd 7, 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	(\$1,600)		
Sanitary Survey Fees SS-State		Amd 1, 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$5,400		
YR 26 SRF - Local Asst (15%) TA		Amd 18	N/A	346.26.66	01/01/24	12/31/24	07/01/23	06/30/25	\$1,000	\$1,000	\$2,800
YR 25 SRF - Local Asst (15%) TA		Amd 18	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	(\$200)	\$800	
YR 25 SRF - Local Asst (15%) TA		Amd 11	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	\$1,000		
YR 24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	

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

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

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #	BARS Revenue Code**	Statement of Work		DOH Use Only		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period	Funding Period	Start Date	End Date			

TOTAL									\$7,630,036	\$7,630,036	
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Total consideration:	\$7,627,838									GRAND TOTAL	\$7,630,036
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GRAND TOTAL	\$7,630,036									Total Fed	\$3,517,279
										Total State	\$4,112,757

*Catalog of Federal Domestic Assistance

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 6

Funding Source ☒ Federal Contractor ☒ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☐ Reimbursement ☒ Fixed Price
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Period of Performance: January 1, 2022 through December 31, 2024

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: The purpose of this revision is to finalize activity completed 1/1/2022 through 12/31/2023 for Sanitary Survey, Sanitary Survey State and Technical Assistance and to update funding provided for Sanitary Survey, Sanitary Survey State and Technical Assistance activity assigned 1/1/2024 through 12/31/2024.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
SANITARY SURVEY FEES SS-STATE	24112522	N/A	346.26.65	01/01/22	12/31/24	10,200	400	10,600
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	3,800	0	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) SS	24119226	N/A	346.26.64	01/01/23	12/31/23	3,600	-400	3,200
YR 25 SRF - LOCAL ASST (15%) TA	24119226	N/A	346.26.66	01/01/23	12/31/23	1,000	-200	800
YR 26 SRF - LOCAL ASST (15%) SS	24119226	N/A	346.26.64	01/01/24	12/31/24	2,800	800	3,600
YR 26 SRF - LOCAL ASST (15%) TA	24119226	N/A	346.26.66	01/01/24	12/31/24	0	1,000	1,000
						0	0	0
TOTALS						22,400	1,600	24,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up.	Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$400 for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$800 for each sanitary survey of a non-community system with four or more connections and each community system.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.	2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750 Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	See Special Instructions for task activity.	the ODW Program Contact for approval (to ensure enough funds are available).		current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

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

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

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

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

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

Program Specific Requirements

Data Sharing

The Office of Drinking Water will share water system information and files with the local health jurisdiction to support the work identified in this statement of work. To request water system data please contact the regional office with the name of the water system, water system ID#, specific information being requested and any timeline requirements. If allowable, please give administrative staff 3 to 5 business days to provide records.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$20,400~~ **\$21,200** for **Task 1**, and ~~\$2,000~~ **\$2,800** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.

When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **1** surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.
- No more than **9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.
- No more than **2** surveys of non-community systems with three or fewer connections be completed between January 1, 2023 and December 31, 2023.
- No more than **8-7** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2023 and December 31, 2023.
- No more than **0** surveys of non-community systems with three or fewer connections be completed between January 1, 2024 and December 31, 2024.
- No more than **7-9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2024 and December 31, 2024.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 8

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through December 31, 2024

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY24 USDA FMNP MGMT funds.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	232,638	0	232,638
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	2,800	0	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	373,478	0	373,478
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	598	0	598
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	10/01/24	12/31/24	64,225	0	64,225
FFY24 USDA FMNP MGMT	76540241	10.572	333.10.57	05/01/24	09/30/24	0	598	598
						0	0	0
TOTALS						858,086	598	858,684

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: - Unanticipated funding situations occur. - Reallocations are necessary to redistribute caseload statewide.	Outcomes based on monthly participation data from state WIC caseload management reports.	Authorized participating caseload for January 2022 through December 2024 = <u>915</u> Revised authorized participating caseload for January 2023 through December 2024 = <u>795</u>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	3. Caseload declines.		Revised authorized participating caseload for July 2023 through December 2024 = <u>840</u> Revised authorized caseload for October 2023 through December 2024 = <u>865</u> Revised authorized caseload for January 2024 through December 2024 = <u>900</u>	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23 Third year due 9/30/2024	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23 11/30/24	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23 Third year due 9/30/24	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023 Third year due monthly through December 31, 2024	
2	Breastfeeding Promotion			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan.	First year due 11/30/22 Second year due 11/30/23 Third year due 11/30/24	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: - Provide staff, health care providers and community partners virtual breastfeeding training resources. - Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. - Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. - Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23 Third year due 11/30/24 Biennial WIC Monitor	
3	Farmers Market Nutrition Program (FMNP)			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022, Oct. 1, 2023, and Oct 1, 2024 Biennial WIC Monitor	

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

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

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

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

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

Program Specific Requirements

Program Manual, Handbook, Policy References:

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual

- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:

The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:

What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
 - a. High quality nutrition services;
 - b. Consistent application of policies and procedures for eligibility determination;
 - c. Consistent application of policies and procedures for food benefit issuance and delivery; and
 - d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:**1. Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
 - 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
 - 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
 - 3) Assertion of a lien against the Contractor's property.
- c. Notify the Department immediately of any damage to Loaned Equipment.
- d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

- a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
- b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:**1. Definitions**

Contract Period: January 1, 2022 - December 31, 2024

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2022 through September 30, 2022;

October 1, 2022 through September 30, 2023;
 October 1, 2023 through September 30, 2024;
 October 1, 2024 through December 31, 2024.

2. Billing Information:

- a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- b. A-19s are submitted monthly and must be received by the Department within 30 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 60 days of the close of the federal budget period.
- c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- e. Payments are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The LHJ shall:

1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend \$750,000 or more of federal grants or awards from all sources. Contractors spending less than \$750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	Time Period special requirement funds are available	Amount	Special Requirement Description
January 2022 to September 2024	January 2022 to September 2022	\$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	\$2,800	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.
October 2023 - September 2024	October 2023 - September 2024	\$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.

Other:

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.



JUN 03 2024

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** June 3, 2024

REGULAR AGENDA ☒ **Meeting Date:** June 11, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-23 – LTP Amendment#1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached amendment between the Department of Social and Health Services and Clallam County Health and Human Services extends the time period for the advance funding that DSHS-Division of Developmental Disabilities provides to Clallam County Health and Human Services for payment services to DD providers. There are not any funding changes. The extended agreement period is from July 1, 2024, to June 30, 2025.

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

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 29, 2024

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



Washington State
Department of Social
& Health Services

Transforming lives

**COUNTY PROGRAM or INTERLOCAL
LONG-TERM PAYABLE AGREEMENT**

AMENDMENT

DSHS CONTRACT NUMBER:
2363-50841

Amendment No. 01

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME Clallam County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 111 E 3RD ST Port Angeles, WA 98362		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 054-004-559	DSHS INDEX NUMBER 1215
CONTRACTOR CONTACT Kevin LoPiccolo	CONTRACTOR TELEPHONE (360) 417-2523	CONTRACTOR FAX (360) 452-9605	CONTRACTOR E-MAIL ADDRESS kevin.lopiccolo@clallamcounty.wa.gov
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration		DSHS DIVISION Financial Services	DSHS CONTRACT CODE 8030CS-63
DSHS CONTACT NAME AND TITLE Rebecca Doane Office Chief		DSHS CONTACT ADDRESS PO Box 45842 Olympia, WA 98504-5842	
DSHS CONTACT TELEPHONE (360)763-2977	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS rebecca.doane@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 07/01/2024	CONTRACT END DATE 06/30/2025		
PRIOR MAXIMUM CONTRACT AMOUNT \$0.00	AMOUNT OF INCREASE OR DECREASE N/A	TOTAL MAXIMUM CONTRACT AMOUNT Based on Annual Review	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference: ☐ Additional Exhibits (specify):			
This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE Cindy J Carroll, Contracts Consultant DSHS Central Contracts and Legal Services	DATE SIGNED

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

1. DSHS extends the Agreement End Date twelve months from June 30, 2024, to June 30, 2025, as stated on Page One of this Amendment.

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

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JUN 03 2024



AGENDA ITEM SUMMARY

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

Department: Superior Court

WORK SESSION ☒ Meeting Date: 6/03/24

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 861.24.006 (Replaces 861.23.008) |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other: Pre-grant Application Request |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for the Board to review and approve a pre-grant application request to support a grant being offered by the Administrative Office of the Courts (AOC) for Small and Rural Court Security Matching Program to assist in the compliance of GR36 (Courthouse Security). For the grant request, we will be asking to purchase an X-ray machine screening device, retractable stanchions, and support of one (a) full-time courthouse armed security officer. The total estimated cost of these items is \$127,650. The grant offers reimbursement of up to 70% of cost incurred (which would be approximately \$89,355 reimbursed) for the period of July 1, 2024, through June 30, 2025.

This grant application was due to AOC by Friday, May 31, 2024. We submitted the application in time and we are asking for support of this request as we feel it is important to courthouse security and the safety of our employees and the public.

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

This is a pre-grant application request. If awarded the grant, a budget modification or change form will be submitted by Superior Court for the amount of the grant.

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

We are asking for support from the Board for this pre-grant application request.

County Official signature & print name: _____

A handwritten signature in black ink, appearing to read "Roni Gores".

Name of Employee/Stakeholder attending meeting: _____

Lacey Halberg

Relevant Departments: _____

Superior Court, Sheriff, Facilities

Date submitted: _____

5/29/24

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

Pre Grant Court Security App Agenda Item Summary 2024.doc

** 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

j:\users\lacey.halberg\court security grant 2024-2025\pre grant court security app agenda item summary 2024.doc

Clallam County

Grant Application Information

DEPARTMENT: **Superior Court & Sheriff**

DATE SUBMITTED TO W/S: **5/29/24**

GRANT NAME: **Small & Rural Court Security Matching Program**

APPLICATION DEADLINE: **May 31, 2024**

ISSUING AGENCY: **Administrative Office of the Courts (AOC)**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **July 1, 2024 thru June 30, 2025**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **Unknown**

ANNUAL AMOUNT: **Unknown**

MATCH REQUIRED? **Reimbursement of Costs at 70%**

MATCH AMOUNT: **No**

DESCRIPTION OF GRANT AND PURPOSE:

Administrative Office of the Courts (AOC) is offering a Small and Rural Court Security Matching Program grant to assist courts with coming into compliance with GR36 (Court Security). This grant will be reimbursed at 70% of the costs.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

Courthouse security improvements to support security screening equipment of an X-ray machine and assist in funding toward one (1) courthouse security officer.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes, this will assist the County regarding long-term safety and security goals.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

If approved for this grant the courthouse will have a new service of providing screening and security support for everyone entering the courthouse and ensuring the safety and security of courthouse employees. This service is necessary for prevention purposes.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Providing scanning equipment and support for a security officer will assist in providing safety and security for citizens and employees while at the courthouse. Performance measures can be established. Reporting of incidents and information collected by security will assist in creating performance measures.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

The security screening equipment is a lease to own purchase with continued equipment maintenance to be supported by the County. If approved for this grant it includes support of one security officer, long-term funding of these positions would need to be

considered/supported by the County.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

No matching funds are required for this grant. This grant will reimburse up to 70% of the total anticipated costs of \$127,650 (reimbursement estimate of \$89,355). Additional estimated funds in the amount of \$38,295 will need to be assumed by the County General Fund.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

Yes. This has been discussed with the GR36 court security committee, Superior Court, the Sheriff's office and Facilities all approve of this request.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

Yes. We will be asking for one (1) armed courthouse security officer to man the front entrance security screening system and the grant will support up to 70% of this cost. We would like this position to be funded full-time permanently through the county general fund.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes, we do.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

If the grant is not approved, this long-term project will need to be fully funded by the County to ensure safety and security to the staff and public. The impacts of not having a security for the courthouse may result in the lack of safety and security of County employees and the public.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

n/a

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If this grant is approved and funds are distributed, these funds will need to be added to our revenue and expenditure lines in the amount of \$127,650 as follows:

Security Screening (X-ray): \$9,750

Stanchions: \$3,500

Courthouse Security Officer (1): \$114,400

OTHER COMMENTS

We ask that the County review this request and accept our grant application which is due May 31, 2024.



5-29-2024

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Todd Mielke, ADMINISTRATOR

APPROVAL

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



WASHINGTON COURTS

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS (AOC) Application for Small and Rural Court Security Matching Program

The Small and Rural Court Security Matching Program provides a **reimbursement** of a **percentage** of the overall cost to courts who meet the rural county criteria of RCW 43.160.020 and the Office of Financial Management rural county list. Funds may only be used to assist court locations with coming into compliance with GR 36.

1. Funds are to be used to supplement existing county funds for security improvements
2. Funds cannot reimburse for equipment purchased outside of this grant program
3. Funds cannot be used for staffing or administrative costs
4. Court Security Officers must not be court staff and must be compliant with RCW 18.170
5. Funds cannot be used for personal protective equipment for Court Security Officers
6. X-ray machines are not eligible for funding unless a working magnetometer and a Court Security Officer is already available for entry screening

Please contact Kyle Landry, Court Security Consultant, with questions or to email your completed application along with supporting documentation at kyle.landry@courts.wa.gov. Applications will be screened by the Review Committee, and award letters and agreements distributed after approval as a reimbursement for purchases. Approval and dissemination of funds will be based on need, and not in the order they are received.

Applications for funding equipment and services through June 30, 2024 must be submitted for review by August 1, 2023.

Applications for funding equipment and services from July 1, 2024 to June 30, 2025 must be submitted for review by May 31, 2024.

Does your court location have a court security committee in place? ☒ Yes ☐ No

Does your court location have a court security plan? ☒ Yes ☐ No

Does your court location meet GR 36 minimum standards? ☐ Yes ☒ No

Which GR 36 minimum standards does your court location have in place?

☒ Security Policy and Procedure ☐ Weapon Screening

☒ Security Cameras ☒ Duress Alarms

☒ Active Shooter Training ☒ Emergency Broadcast System

☐ Security Audit every three years

1. Name and Title of Applicant: Lacey Halberg, Superior Court Administrator
2. County/Jurisdiction: County Clallam ☒ Superior ☐ District ☐ Municipal
3. Court Address: 223 E. 4th Street, Port Angeles, WA 98362
4. Amount Requested \$ 127,650 Funding Period: 7/1/24-6/30/25
5. Do you have the means to staff requested screening equipment? ☒ Yes ☐ No
6. Have reasonable efforts been made to minimize labor or installation costs? ☒ Yes ☐ No
7. I understand that this shared-cost model requires my court location to pay **all** costs up-front, and AOC will reimburse a percentage of the cost. (See Exhibit A and Exhibit B) ☒ Yes ☐ No

Equipment Eligibility Screening Questions [Please check boxes for sections which you are requesting equipment. Check all that apply]:

Security Screening Equipment

- ☒ There is space and an adequate power source to operate any requested equipment
- ☒ If requesting funding for an X-Ray, your location has a magnetometer and a Court Security Officer available for entry screening

Security Cameras

- ☐ This a new system where none existed previously
- ☐ This an addition to existing system
- ☐ This a replacement to an existing system

Alarm Systems

- ☐ This a new system where none existed previously
- ☐ This an addition to existing system
- ☐ This a replacement to an existing system

Duress Alarms/Emergency Broadcast System

- ☐ This a new system where none existed previously
- ☐ This an addition to existing system
- ☐ This a replacement to an existing system

Infrastructure upgrades

- ☒ The requested items are recommended by your security audit or court security committee
- ☒ This a new system where none existed previously
- ☒ This an addition to existing system
- ☒ This a replacement to an existing system

Miscellaneous security items (attach itemized list to application)

- ☐ The requested items are recommended by your security audit or court security committee

Court Security Officers

- ☒ Private security vendors offer services in your area
- ☒ Your request for funding supplements, but does not supplant existing funding

Item	Amount Requested	Estimated cost*	Vendor Selected
☒ Security Screening	<u>\$9,750</u>	\$4,500	Pacific MicroRem, Inc.
☐ Security Cameras	<u> </u>	\$40,000	
☐ Alarm Systems	<u> </u>		
☐ Duress and/or Emergency Broadcast System	<u> </u>	\$18,000	
☒ Infrastructure upgrades	<u>\$3,500</u>		Stanchion World
☐ Security Items & Training**	<u> </u>		
☒ Court Security Officers	<u>\$55/hr (x1)</u>	\$52/hour	Norpoint Protective Services
Total Amount Requested	<u>\$127,650</u>		

* Amount does not guarantee full funding of all categories to each location. Local costs may differ.

** Doors, Windows, etc. Provide itemized list of items and estimated costs.

Brief Justification statement, including priority of costs for potential reimbursement. Please explain if your quote is above the estimated costs. [Attach additional pages as needed]

Attach equipment and installation quotes or court security officer costs for all days you would like them to be on-site to the completed application.

By signing the application, the signatory certifies that the information presented is true and accurate.

Judge <u>Brent Basden</u>
Signature <u>Brent Basden</u> Date <u>May 29, 2024</u>

EXHIBIT A

WASHINGTON STATE SMALL AND RURAL COURT SECURITY MATCHING PROGRAM

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Small and Rural Court Security Matching Program funding conditions and payment structure shall be as follows:

I. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), shall reimburse courts under this Agreement for the cost of security equipment and other goods and services that improve security in the courts listed under Section II, titled "Security Equipment and Services". This provision also includes Court Security Officers contracted through vendors compliant with RCW 18.170 under the conditions listed under Section III, titled "Eligible Court Security Officer Costs".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

Courts shall adhere to the reporting structure outlined in Section IV, titled "Reporting Schedule"

Only items and services purchased during the dates stated on the award letter are eligible for reimbursement. Awarded funding expires June 30th of the fiscal year it was awarded in.

Courts are responsible for paying the entire up-front cost of the equipment and services. AOC will reimburse the court at the established percentage for the county as established on the award letter up to their awarded amount. The maximum awarded amount will only be exceeded if excess funding exists and AOC approves the reimbursement.

The total cost may be spent in all approved categories at the court's discretion. Substitutions for similar equipment or services are allowed if it functions to fill a similar role to the equipment you requested in your application.

II. SECURITY EQUIPMENT AND SERVICES

A. Eligible Security Equipment

AOC will reimburse courts at the established percentage under this Agreement for the cost of purchasing and installing security equipment in the following categories:

1. Security screening equipment, which includes: Walk-through metal detectors, handheld metal detectors, and X-ray machines if a court has a working magnetometer and a Court Security Officer on-site.
2. Security Cameras
3. Entry alarm systems.
4. Duress or Emergency broadcasts systems.
5. If an item is not listed in the approved categories provided by the AOC, then

approval should be requested via email to Program Manager in regards to security-related infrastructure upgrades or miscellaneous security items.

B. Eligible Services Supporting Court Security Equipment

AOC will reimburse courts at the established percentage under this Agreement for the cost of the following services to support court security:

1. Software licenses for security equipment
2. Labor costs associated with installation of security equipment
3. Maintenance of security equipment

C. Ineligible Security Equipment Costs

Security costs that meet the below criteria will not be reimbursed:

1. Security Equipment purchased outside of the eligible purchasing dates on the award letter
2. Equipment and services in spending categories not approved on the award letter unless approval was received at a later date by AOC
3. Court staffing or administrative costs
4. X-ray machines unless courts have a Court Security Officer available for entry screening and a working magnetometer
 - a. Because this funding is time-limited, a court may not meet the criteria for a Court Security Officer through the use of grant funds

III. COURT SECURITY OFFICERS

A. Eligible Court Security Officer Costs

AOC will reimburse the court at the established percentage under this Agreement for the cost of Court Security Officers. This reimbursement counts towards the court's overall total reimbursable amount of this Agreement.

1. Court Security Officers must be contracted and in compliance with RCW 18.170.
2. Licensing exemptions for sworn peace officers should comply with RCW 18.170.020.
3. All other Security Officers must comply with licensing requirements contained in RCW 18.170.
4. Reimbursement amount will cover hours worked only.
5. If and only if your Court has been partially awarded, you may elect to contract a Court Security Officer on days that are deemed to be higher risk or when hearings take place.
6. The contractor will provide the following materials to the court administrator (or designee):
 - a. Contractor's search and screening policies
 - b. Contractors use of force policies

B. Ineligible Court Security Officer Costs

1. Security Officer
 - a. Contracted Court Security Officers not compliant with RCW 18.170.
 - b. Personal equipment for Court Security Officers.
 - c. Court Security Officer's benefits.

IV. REPORTING SCHEDULE

A. Reporting Requirements

The Court shall submit semi-annual reports to AOC documenting the progress of their security improvement projects.

These reports shall provide:

1. Statement confirming delivery of items claimed on the reimbursement form (A19)
2. Status of General Rule 36 compliance and remaining minimum court security standards to achieve compliance
3. The services provided to the courthouse for the corresponding period (licenses, contracted security, etc.)
4. Any challenges faced by the court during the corresponding period.

Reports shall be **submitted to** kyle.landry@courts.wa.gov

Reporting schedule:

Fiscal Year	Period	Report Due
2024	07/01/23-12/31/23	01/31/24
2024	01/01/24-06/30/24	07/15/24 Final Report
2025	07/01/24-11/15/24	11/15/24
2025	01/01/25-06/30/24	07/15/25 Final Report

Failure to submit a report by the due date may adversely affect the Contractor's eligibility for future funding. Failure to respond to attempts to contact by AOC may result in reallocation of the Court's funds to another court location in need.

V. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payments under this Agreement will only be made to the court or funding authority that has incurred the cost of the items and services eligible for reimbursement. Reimbursements will not exceed the awarded amount unless excess funding exists and is approved by AOC.

VI. PAYMENT STRUCTURE

A. Reimbursement Rate

Courts shall submit an A19 with relevant invoices showing payment for equipment and services to payables@courts.wa.gov. The A19 shall include:

1. Contract number (located on the award agreement)
2. Total amount requested at shared-cost rate
 - a. (e.g. A court's invoice reflects \$1,000 in total. The court's shared-cost responsibility is 10%. The court requests \$900 reimbursement on their A19.)

B. Court Security Equipment

AOC will reimburse the entity named on the contract at the percentage established on the award letter (90-50%). Reimbursements count toward a court's total reimbursement limit (award amount).

C. Court Security Officers

AOC will reimburse the entity named on the contract at the percentage established on the award letter (90-50%). Reimbursements count toward a court's total reimbursement limit (award amount).

Exhibit B
Small & Rural Court Security Matching Grant Program
Shared-Cost Calculation

Small & Rural Court Shared-Costs

The Administrative Office of the Courts was allocated \$2,000,000 for the 2023-2025 biennium to improve court security in small and rural courts across the state.

ESSB 5187 states the following:

\$1,000,000 of the general fund—state appropriation for fiscal year 2024 and \$1,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for the administrative office of the courts to use as matching funds to distribute to small municipal and county courts, located in a rural county as defined in RCW 43.160.020, for the purpose of increasing security for court facilities. Grants must be used solely for security equipment and services for municipal, district, and superior courts and may not be used for staffing or administrative costs.

- Courts must be located in a rural county as defined in [RCW 43.160.120](#)
- The Office of Financial Management compiles an annual list of counties meeting this definition. [Link to OFM rural county list](#)

Adams	15%	Klickitat	20%
Asotin	20%	Lewis	30%
Chelan	40%	Lincoln	30%
Clallam	30%	Mason	30%
Columbia	20%	Okanogan	15%
Cowlitz	40%	Pacific	20%
Douglas	40%	Pend Oreille	15%
Ferry	10%	San Juan	40%
Franklin	40%	Skagit	50%
Garfield	15%	Skamania	40%
Grant	40%	Stevens	20%
Grays Harbor	20%	Wahkiakum	20%
Island	50%	Walla Walla	30%
Jefferson	30%	Whitman	15%
Kittitas	20%	Yakima	30%

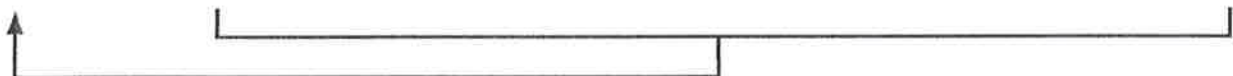
Shared-Cost Calculation

A shared cost framework has been created ranging from 10% to 50%. The shared cost indicates the percentage the location is expected to contribute towards security costs. Higher scores indicate an increased financial need and correlate to a lower shared cost percentage. Lower scores indicate healthier financial circumstances and an increased shared cost.

- There is increased granularity at the low end of the shared cost spectrum (10%-20%) to account for historically lower funding availability in these areas.
- A location's score will be calculated based on three factors: county revenue, median income, and poverty rate. Data for these factors is pulled from the US Census and other data aggregation sources.
- These factors can be updated as new data is released to account for a location's changing financial situation.
- Funding will be allocated to the neediest locations that have not received prior funding first with the goal of addressing every court's needs over time.

Score Average

SCORE	SHARED COST	County Revenue	Median Income	Poverty Rate
6	10%	6 Less than \$30,000,000	6 \$48,999 or less	6 15% or greater
5	15%	5 \$30,000,000-\$59,999,999	5 \$49,000-\$54,999	5 14%-14.9%
4	20%	4 \$60,000,001-\$99,999,999	4 \$55,000-\$59,999	4 13%-13.9%
3	30%	3 \$100,000,000-\$129,999,999	3 \$60,000-\$64,999	3 12%-12.9%
2	40%	2 \$130,000,000-\$159,999,999	2 \$65,000-\$69,999	2 11%-11.9%
1	50%	1 \$160,000,000 or greater	1 \$70,000 or greater	1 10.9% or less



- With the exception of revenue, which is obtained from the Washington State Auditor annually, data is pulled from the most recent census data.
- Step increases were calculated using the maximum and minimum numbers in a range.

The incremental step increases for the factors are:

County Revenue - Every \$30,000,000

- Counties with a revenue of \$250,000,000 or higher typically had a poverty rate at or below the state average.

Median income - Every \$5,000

- Counties with a median income of ~\$75,000 or higher typically had a poverty rate at or below the state average.

Poverty rate - Every 1%

- WA state: 9.9% poverty rate

Data is pulled from the following resources

- US Census
- Washington Office of Financial Management
- Washington State Auditor - Financial Intelligence Tool

Shared-Cost Equipment & Services Estimates

The estimated equipment costs below were extracted from security grant funding awarded in 2022-2023. The costs typically encompass taxes, shipping, and installation. These costs are the average that courts spent rounded to the nearest \$1,000. Actual costs may be above or below these estimates. Cameras and Duress / Emergency Broadcast Systems had a significant variance in pricing due to facilities' specific needs and existing infrastructure (historic buildings, inability to upgrade/integrate current systems, etc).

Installation costs typically made up a majority of the cost for those two categories. Courts that were able to expand on their existing system generally had significantly lower labor costs. Private security costs also exhibit variability due to factors such as facility location and proximity to existing security offices. The cost of this service may decrease as demand in rural areas allows private vendors to justify local hiring and satellite offices in closer proximity. This is not an exhaustive list of items eligible for the Security Grant. Items and services that allow a court to meet General Rule 36 minimum standards will be considered.

Court Cost-Sharing Examples				
Security Item Shared-cost	Entry Screening (~\$5,000)	Court Security (~\$52 Armed ~\$40 Unarmed)	Security Cameras (~\$40,000)	Duress/Emergency Broadcast Systems (~\$18,000)
10%	\$500	\$5/\$4	\$4,000	\$1,800
15%	\$750	\$8/\$6	\$6,000	\$2,700
20%	\$1,000	\$10/\$8	\$8,000	\$3,600
30%	\$1,500	\$16/\$12	\$12,000	\$5,400
40%	\$2,000	\$21/\$16	\$16,000	\$7,200
50%	\$2,500	\$26/\$20	\$20,000	\$9,000



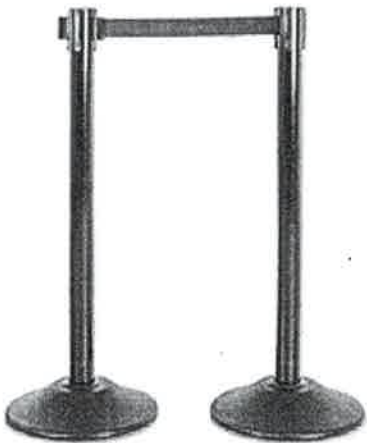
Pacific MicroRem, Inc.
Your Northwest Security Screening Experts

Jack L. Foyt, Jr.
Pacific Microrem, Inc.
8905 NE 117th Ave, Ste 108
Vancouver, WA 98662
Phone: 360-694-5154
Fax: 360-694-5181
Email: jfoyt@pacificmicrorem.com

Pacific Microrem Equipment Proposal

Prepared For Company	Don Wenzl Clallam County 223 E. 4th Street Port Angeles, WA 98362	Date Quote # Delivery Location(s) Application Expected Delivery Validity of Quote	May 13, 2024 05.13.24-065 Port Angeles, WA Courthouse/public building entry screening 3-6 weeks, ARO 120 days
Phone	(360) 417-2356		
Email	don.wenzl@clallamcountywa.gov		

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	60-month lease-to-own of refurbished Smiths Detection Hi-Scan 6040i/6046si/6040ds X-ray imaging system Includes: Super Enhance for image contrast optimization IMS (image management system) for on-board image storage, recall and download 16x image zoom system Hi-Spot automatic high-density alert system Hi-Mat 4-color material classification system Six pre-programmed image enhancement features Hi-Trax II computer operating system 24.4" x 16" inspection tunnel High-resolution dual-energy detector array providing 38 AWG wire detectability 140 kV X-ray generator (operates at 140kV) providing 32 mm of steel penetration 19" monitor 1/2-meter entry / 1/2 or 1-meter exit roller tables Lease Terms Summary: > Lease period: 60 months from date of delivery > Lease fee includes equipment (described above) and all covered repairs and annual maintenance for the duration of the lease > Option to buy out lease at any point during 60-month term > Option to terminate lease without penalty with 60-day notice > Lessee responsible for equipment damage and registration costs <i>Note: See attached lease contract for specific and complete lease terms</i> Delivery / Installation:	\$750.00 (per month)	\$750.00 (per month)
1	Delivery, installation and operator training and/or refresher training	\$750.00	\$750.00
Total monthly cost:			\$750.00
Billable upon delivery (first quarter lease payment, delivery/installation charge):			\$3,000.00



 Larger Photo



Product Cost

Our Price: \$139.00

Update Price



Availability:: Usually Ships in 1 to 2 Weeks
Product Code: U2102



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Select Belt Length

?

7.5 FT

▼

Select Belt Color



?

Black

▼

Qty:

-

1

+

Add To Cart

Add To Wishlist



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Description

Black retractable belt stanchions with Sta-Straight technology

CLASSIC STEEL STANCHION DESIGN with the industry's leading Sta-Straight technology system and QuikSecure® 5-second assembly.

The patented Sta-Straight technology system keeps posts from leaning and is maintenance-free since there are no bolts to loosen. Designed with points of contact under continuous tension plus a high-strength compression collar our posts Sta-Straight.

QuikSecure ® 5-second assembly requires no tools. With a simple push and turn, the post and base are quickly locked together. If desired, tear down is just as simple.

DURACAST BASE The Duracast base is a durable, tough HDPE shell filled with very high-strength concrete (VHSC), a high-performance concrete far stronger than common concrete. VHSC was studied by the US Army Engineering Research & Development Center for more effective blast barriers. Each base has (6) non-marking, non-skid rubber feet.

PRO RETRACTABLE BELT CASSETTE

This dual braking system belt cassette comes equipped with standard locking buttons to prevent accidental belt release. Enjoy ultra-smooth and safe belt retention.



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Features

Height: 38.5"

Weight: 20 lbs

Post Diameter: 2.5"

Base Diameter: 14.5"

Belt Length: 7.5' & 13'

Belt Width: 2.0"

[Write A Review](#)

Rating: (THIS PRODUCT HAS NO REVIEWS) 0 REVIEWS

Sort Reviews By: Newest



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[Home](#) > [Retractable Belt Stanchions](#) > [US Weight Premium Retractable Belt Stanchions](#) >

BLACK PREMIUM STEEL STANCHION BARRIER 7.5 FT / 13 FT BELT - 2 PACK

☆☆☆☆☆ *0 Reviews*



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PERSONAL SERVICES AGREEMENT AMENDMENT 4

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

Name: Norpoint Protective Services
Address: 1010 South C Street
Port Angeles, WA 98363
Phone N°: 877.667.7676

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

- ☒ Attachment A -- Scope of Work
- ☒ Attachment B -- Compensation

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

This agreement is modified to continue security services for the Courthouse and Juvenile and Family Services courtroom.

The term of this Amendment shall commence on the 1st day of May 2023 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of August 2023. This contract may be extended with a review of rates, services, and needs of CCSO and County Administrative staff. Review and contract writing will need to commence on August 5 and be completed by August 15, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of April 2023.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Steven Bentley, Norpoint Protective Services

Mark Ozias, Chair

Title: _____

Date: _____ 2023

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

1. Norpoint Protective Services (NPS) will provide security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.
2. NPS will provide properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from May 1, 2023 until August 31, 2023.
3. Starting May 1, 2023 until August 31, 2023, NPS will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to eleven hours per week, on a schedule to be determined and flexible based on that court schedule each week.
4. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, and be posted at the security office on the 3rd floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, a NPS security officer will be posted in or near the juvenile courtroom.
5. NPS will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an NPS supervisor and CCSO contract manager.
6. Due to the nature of the state of emergency, the emerging COVID19 pandemic, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, CCSO, general public, county staff and employees, as conditions worsen or lessen, with input from the Contract Manager, while providing the required security coverage of the courthouse and grounds.
7. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.
8. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.
9. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
10. All Invoices will be based on actual costs.

COMPENSATION

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

SERVICE	RATE	DURATION	ANTICIPATED TOTALS
Courthouse Security Officer	\$55.00 per hour	8 hours per day (8:30am to 4:30pm) Closed weekends and holidays.	87 Days \$38,280.00
Courthouse Security Officer	\$55.00 per hour	8.5 hours per day (8:00am to 4:30pm) Closed weekends and holidays.	87 Days \$40,672.50
Juvenile Services Security Officer	\$55.00 per hour	Eleven (11) hours per week, scheduled based on court schedule.	17 weeks \$10,285.00
TOTAL			\$89,237.50

Payments for completed tasks shall be made no more frequently than ☒ every two weeks.

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

In no event shall Contractor be compensated in excess of EIGHTY-NINE THOUSAND, TWO HUNDRED THIRTY-SEVEN DOLLARS and FIFTY CENTS (\$89,237.50) for the completed work set forth in Attachment "A."

2. AND

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



AGENDA ITEM SUMMARY

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

Updated Documents
Document was submitted after the
agenda and packet were posted on
5/31/24

Department: Superior Court

WORK SESSION ☒ Meeting Date: 6/03/24

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 861.24.006 (Replaces 861.23.008) |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other: Pre-grant Application Request |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for the Board to review and approve a pre-grant application request to support a grant being offered by the Administrative Office of the Courts (AOC) for Small and Rural Court Security Matching Program to assist in the compliance of GR36 (Courthouse Security). For the grant request, we will be asking to purchase an X-ray machine screening device to include tax, one-time maintenance and software upgrades (\$40,000 approx.), retractable stanchions (\$3,500), and support of one (a) full-time courthouse armed security officer for one year (\$114,400). The total estimated cost of these items is \$157,900. The grant offers reimbursement of up to 70% of costs incurred (which would be approximately \$110,530 reimbursed) for the period of July 1, 2024, through June 30, 2025.

This grant application is due to AOC by Friday, May 31, 2024. We are asking for support of this request as we feel it is important to courthouse security and the safety of our employees and the public.

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

This is a pre-grant application request. If awarded the grant, a budget modification or change form will be submitted by Superior Court for the amount of the grant.

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

We are asking for support from the Board for this pre-grant application request.

County Official signature & print name: _____

[Signature]

Name of Employee/Stakeholder attending meeting: _____

Lacey Halberg

Relevant Departments: _____

Superior Court, Sheriff, Facilities

Date submitted: _____

5/31/24

* Work Session Meeting - Submit 1 single sided/not stapled copy Pre Grant Court Security Amended App Agenda Item Summary 2024.doc
** 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

j:\users\lacey.halberg\court security grant 2024-2025\pre grant court security amended app agenda item summary 2024.doc

(861.24.006) <Replaces 861.23.008>

Clallam County Grant Application Information

DEPARTMENT: **Superior Court & Sheriff**

DATE SUBMITTED TO W/S: **5/31/24**

GRANT NAME: **Small & Rural Court Security Matching Program**

APPLICATION DEADLINE: **May 31, 2024**

ISSUING AGENCY: **Administrative Office of the Courts (AOC)**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **July 1, 2024 thru June 30, 2025** RENEWAL POSSIBLE? **No**

TOTAL AWARD: **Unknown**

ANNUAL AMOUNT: **Unknown**

MATCH REQUIRED? **Reimbursement of Costs at 70%** MATCH AMOUNT: **No**

DESCRIPTION OF GRANT AND PURPOSE:

Administrative Office of the Courts (AOC) is offering a Small and Rural Court Security Matching Program grant to assist courts with coming into compliance with GR36 (Court Security). This grant will be reimbursed at 70% of the costs.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

Courthouse security improvements to support security screening equipment of an X-ray machine, stanchions, and assist in funding toward one (1) courthouse security officer.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes, this will assist the County regarding long-term safety and security goals.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

If approved for this grant the courthouse will have a new service of providing screening and security support for everyone entering the courthouse and ensuring the safety and security of courthouse employees. This service is necessary for prevention purposes.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Providing scanning equipment and support for security will assist in providing safety and security for citizens and employees while at the courthouse. Performance measures can be established. Reporting of incidents and information collected by security will assist in creating performance measures.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

The security screening equipment would be purchased and include maintenance and software upgrades as a one-time purchase with longterm support covered by the County. If approved for this grant it will include an X-ray machine, one-year maintenance

and software support, stanchions and funding support for one security officer. Long-term funding of this position would need to be considered/supported by the County.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

No matching funds are required for this grant. This grant will reimburse up to 70% of the total anticipated costs of \$157,900 (reimbursement estimate of \$110,530). Additional estimated funds in the amount of \$47,370 would need to be assumed by the County General Fund.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

Yes. This has been discussed with the GR36 court security committee, Superior Court, the Sheriff's office and Facilities all approve of this request.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

Yes. We will be asking for one (1) armed courthouse security officer to man the X-ray security screening system and the grant will support up to 70% of this cost. We would like this position to be funded full-time permanently through the county general fund.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes, we do.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

If the grant is not approved, this long-term project will need to be fully funded by the County to ensure safety and security to the staff and public. The impacts of not having a security for the courthouse may result in the lack of safety and security of County employees and the public.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

n/a

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If this grant is approved and funds are distributed, these funds will need to be added to our revenue and expenditure lines in the amount of \$157,900 as follows:

Security Screening [one-time cost] (X-ray/maintenance/software upgrades): \$40,000

Stanchions: \$3,500

Courthouse Security Officer (1): \$114,400

OTHER COMMENTS

We ask that the County review this request and accept our grant application which is due May 31, 2024.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



WASHINGTON COURTS

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS (AOC) Application for Small and Rural Court Security Matching Program

The Small and Rural Court Security Matching Program provides a **reimbursement** of a **percentage** of the overall cost to courts who meet the rural county criteria of RCW 43.160.020 and the Office of Financial Management rural county list. Funds may only be used to assist court locations with coming into compliance with GR 36.

1. Funds are to be used to supplement existing county funds for security improvements
2. Funds cannot reimburse for equipment purchased outside of this grant program
3. Funds cannot be used for staffing or administrative costs
4. Court Security Officers must not be court staff and must be compliant with RCW 18.170
5. Funds cannot be used for personal protective equipment for Court Security Officers
6. X-ray machines are not eligible for funding unless a working magnetometer and a Court Security Officer is already available for entry screening

Please contact Kyle Landry, Court Security Consultant, with questions or to email your completed application along with supporting documentation at kyle.landry@courts.wa.gov. Applications will be screened by the Review Committee, and award letters and agreements distributed after approval as a reimbursement for purchases. Approval and dissemination of funds will be based on need, and not in the order they are received.

Applications for funding equipment and services through June 30, 2024 must be submitted for review by August 1, 2023.

Applications for funding equipment and services from July 1, 2024 to June 30, 2025 must be submitted for review by May 31, 2024.

Does your court location have a court security committee in place? ☒ Yes ☐ No

Does your court location have a court security plan? ☒ Yes ☐ No

Does your court location meet GR 36 minimum standards? ☐ Yes ☒ No

Which GR 36 minimum standards does your court location have in place?

☒ Security Policy and Procedure ☐ Weapon Screening

☒ Security Cameras ☒ Duress Alarms

☒ Active Shooter Training ☒ Emergency Broadcast System

☐ Security Audit every three years

1. Name and Title of Applicant: Lacey Halberg, Superior Court Administrator
2. County/Jurisdiction: County Clallam ☒ Superior ☐ District ☐ Municipal
3. Court Address: 223 E. 4th Street, Port Angeles, WA 98362
4. Amount Requested \$ 157,900 Funding Period: 7/1/24-6/30/25
5. Do you have the means to staff requested screening equipment? ☒ Yes ☐ No
6. Have reasonable efforts been made to minimize labor or installation costs? ☒ Yes ☐ No
7. I understand that this shared-cost model requires my court location to pay **all** costs up-front, and AOC will reimburse a percentage of the cost. (See Exhibit A and Exhibit B) ☒ Yes ☐ No

Equipment Eligibility Screening Questions [Please check boxes for sections which you are requesting equipment. Check all that apply]:

Security Screening Equipment

- ☒ There is space and an adequate power source to operate any requested equipment
- ☒ If requesting funding for an X-Ray, your location has a magnetometer and a Court Security Officer available for entry screening

Security Cameras

- ☐ This a new system where none existed previously
- ☐ This an addition to existing system
- ☐ This a replacement to an existing system

Alarm Systems

- ☐ This a new system where none existed previously
- ☐ This an addition to existing system
- ☐ This a replacement to an existing system

Duress Alarms/Emergency Broadcast System

- ☐ This a new system where none existed previously
- ☐ This an addition to existing system
- ☐ This a replacement to an existing system

Infrastructure upgrades

- ☒ The requested items are recommended by your security audit or court security committee
- ☒ This a new system where none existed previously
- ☒ This an addition to existing system
- ☒ This a replacement to an existing system

Miscellaneous security items (attach itemized list to application)

- ☐ The requested items are recommended by your security audit or court security committee

Court Security Officers

- ☒ Private security vendors offer services in your area
- ☒ Your request for funding supplements, but does not supplant existing funding

Item	Amount Requested	Estimated cost*	Vendor Selected
☒ Security Screening	<u>\$40,000</u>	\$4,500	Pacific MicroRem, Inc.
☐ Security Cameras	_____	\$40,000	
☐ Alarm Systems	_____		
☐ Duress and/or Emergency Broadcast System	_____	\$18,000	
☒ Infrastructure upgrades	<u>\$3,500</u>		Stanchion World
☐ Security Items & Training**	_____		
☒ Court Security Officers	<u>\$55/hr (x1)</u>	\$52/hour	Norpoint Protective Services
Total Amount Requested	<u>\$157,900</u>		

* Amount does not guarantee full funding of all categories to each location. Local costs may differ.

** Doors, Windows, etc. Provide itemized list of items and estimated costs.

Brief Justification statement, including priority of costs for potential reimbursement. Please explain if your quote is above the estimated costs. [Attach additional pages as needed]

X-ray machine	\$30,000	
Tax/maintenance/software upgrade	\$10,000	est.
Stanchions	\$3,500	
Security Officer (1 year)	\$114,400	
	<u>\$157,900</u>	

Attach equipment and installation quotes or court security officer costs for all days you would like them to be on-site to the completed application.

By signing the application, the signatory certifies that the information presented is true and accurate.

Judge <u>Brent Basdel</u>
Signature <u>TJ</u> Date <u>5/31/24</u>

EXHIBIT A

WASHINGTON STATE SMALL AND RURAL COURT SECURITY MATCHING PROGRAM

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Small and Rural Court Security Matching Program funding conditions and payment structure shall be as follows:

I. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), shall reimburse courts under this Agreement for the cost of security equipment and other goods and services that improve security in the courts listed under Section II, titled "Security Equipment and Services". This provision also includes Court Security Officers contracted through vendors compliant with RCW 18.170 under the conditions listed under Section III, titled "Eligible Court Security Officer Costs".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

Courts shall adhere to the reporting structure outlined in Section IV, titled "Reporting Schedule"

Only items and services purchased during the dates stated on the award letter are eligible for reimbursement. Awarded funding expires June 30th of the fiscal year it was awarded in.

Courts are responsible for paying the entire up-front cost of the equipment and services. AOC will reimburse the court at the established percentage for the county as established on the award letter up to their awarded amount. The maximum awarded amount will only be exceeded if excess funding exists and AOC approves the reimbursement.

The total cost may be spent in all approved categories at the court's discretion. Substitutions for similar equipment or services are allowed if it functions to fill a similar role to the equipment you requested in your application.

II. SECURITY EQUIPMENT AND SERVICES

A. Eligible Security Equipment

AOC will reimburse courts at the established percentage under this Agreement for the cost of purchasing and installing security equipment in the following categories:

1. Security screening equipment, which includes: Walk-through metal detectors, handheld metal detectors, and X-ray machines if a court has a working magnetometer and a Court Security Officer on-site.
2. Security Cameras
3. Entry alarm systems.
4. Duress or Emergency broadcasts systems.
5. If an item is not listed in the approved categories provided by the AOC, then

approval should be requested via email to Program Manager in regards to security-related infrastructure upgrades or miscellaneous security items.

B. Eligible Services Supporting Court Security Equipment

AOC will reimburse courts at the established percentage under this Agreement for the cost of the following services to support court security:

1. Software licenses for security equipment
2. Labor costs associated with installation of security equipment
3. Maintenance of security equipment

C. Ineligible Security Equipment Costs

Security costs that meet the below criteria will not be reimbursed:

1. Security Equipment purchased outside of the eligible purchasing dates on the award letter
2. Equipment and services in spending categories not approved on the award letter unless approval was received at a later date by AOC
3. Court staffing or administrative costs
4. X-ray machines unless courts have a Court Security Officer available for entry screening and a working magnetometer
 - a. Because this funding is time-limited, a court may not meet the criteria for a Court Security Officer through the use of grant funds

III. COURT SECURITY OFFICERS

A. Eligible Court Security Officer Costs

AOC will reimburse the court at the established percentage under this Agreement for the cost of Court Security Officers. This reimbursement counts towards the court's overall total reimbursable amount of this Agreement.

1. Court Security Officers must be contracted and in compliance with RCW 18.170.
2. Licensing exemptions for sworn peace officers should comply with RCW 18.170.020.
3. All other Security Officers must comply with licensing requirements contained in RCW 18.170.
4. Reimbursement amount will cover hours worked only.
5. If and only if your Court has been partially awarded, you may elect to contract a Court Security Officer on days that are deemed to be higher risk or when hearings take place.
6. The contractor will provide the following materials to the court administrator (or designee):
 - a. Contractor's search and screening policies
 - b. Contractors use of force policies

B. Ineligible Court Security Officer Costs

1. Security Officer
 - a. Contracted Court Security Officers not compliant with RCW 18.170.
 - b. Personal equipment for Court Security Officers.
 - c. Court Security Officer's benefits.

IV. REPORTING SCHEDULE

A. Reporting Requirements

The Court shall submit semi-annual reports to AOC documenting the progress of their security improvement projects.

These reports shall provide:

1. Statement confirming delivery of items claimed on the reimbursement form (A19)
2. Status of General Rule 36 compliance and remaining minimum court security standards to achieve compliance
3. The services provided to the courthouse for the corresponding period (licenses, contracted security, etc.)
4. Any challenges faced by the court during the corresponding period.

Reports shall be submitted to kyle.landry@courts.wa.gov

Reporting schedule:

Fiscal Year	Period	Report Due
2024	07/01/23-12/31/23	01/31/24
2024	01/01/24-06/30/24	07/15/24 Final Report
2025	07/01/24-11/15/24	11/15/24
2025	01/01/25-06/30/24	07/15/25 Final Report

Failure to submit a report by the due date may adversely affect the Contractor's eligibility for future funding. Failure to respond to attempts to contact by AOC may result in reallocation of the Court's funds to another court location in need.

V. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payments under this Agreement will only be made to the court or funding authority that has incurred the cost of the items and services eligible for reimbursement. Reimbursements will not exceed the awarded amount unless excess funding exists and is approved by AOC.

VI. PAYMENT STRUCTURE

A. Reimbursement Rate

Courts shall submit an A19 with relevant invoices showing payment for equipment and services to payables@courts.wa.gov. The A19 shall include:

1. Contract number (located on the award agreement)
2. Total amount requested at shared-cost rate
 - a. (e.g. A court's invoice reflects \$1,000 in total. The court's shared-cost responsibility is 10%. The court requests \$900 reimbursement on their A19.)

B. Court Security Equipment

AOC will reimburse the entity named on the contract at the percentage established on the award letter (90-50%). Reimbursements count toward a court's total reimbursement limit (award amount).

C. Court Security Officers

AOC will reimburse the entity named on the contract at the percentage established on the award letter (90-50%). Reimbursements count toward a court's total reimbursement limit (award amount).

Exhibit B
Small & Rural Court Security Matching Grant Program
Shared-Cost Calculation

Small & Rural Court Shared-Costs

The Administrative Office of the Courts was allocated \$2,000,000 for the 2023-2025 biennium to improve court security in small and rural courts across the state.

ESSB 5187 states the following:

\$1,000,000 of the general fund—state appropriation for fiscal year 2024 and \$1,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for the administrative office of the courts to use as matching funds to distribute to small municipal and county courts, located in a rural county as defined in RCW 43.160.020, for the purpose of increasing security for court facilities. Grants must be used solely for security equipment and services for municipal, district, and superior courts and may not be used for staffing or administrative costs.

- Courts must be located in a rural county as defined in [RCW 43.160.120](#)
- The Office of Financial Management compiles an annual list of counties meeting this definition. [Link to OFM rural county list](#)

Adams	15%	Klickitat	20%
Asotin	20%	Lewis	30%
Chelan	40%	Lincoln	30%
Clallam	30%	Mason	30%
Columbia	20%	Okanogan	15%
Cowlitz	40%	Pacific	20%
Douglas	40%	Pend Oreille	15%
Ferry	10%	San Juan	40%
Franklin	40%	Skagit	50%
Garfield	15%	Skamania	40%
Grant	40%	Stevens	20%
Grays Harbor	20%	Wahkiakum	20%
Island	50%	Walla Walla	30%
Jefferson	30%	Whitman	15%
Kittitas	20%	Yakima	30%

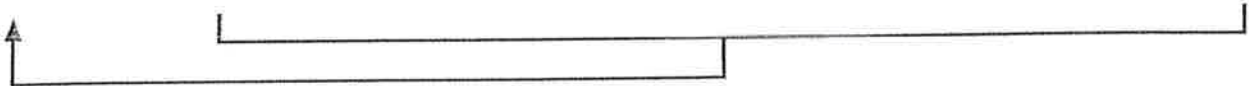
Shared-Cost Calculation

A shared cost framework has been created ranging from 10% to 50%. The shared cost indicates the percentage the location is expected to contribute towards security costs. Higher scores indicate an increased financial need and correlate to a lower shared cost percentage. Lower scores indicate healthier financial circumstances and an increased shared cost.

- There is increased granularity at the low end of the shared cost spectrum (10%-20%) to account for historically lower funding availability in these areas.
- A location's score will be calculated based on three factors: county revenue, median income, and poverty rate. Data for these factors is pulled from the US Census and other data aggregation sources.
- These factors can be updated as new data is released to account for a location's changing financial situation.
- Funding will be allocated to the neediest locations that have not received prior funding first with the goal of addressing every court's needs over time.

Score Average

SCORE	SHARED COST	County Revenue	Median Income	Poverty Rate
6	10%	6 Less than \$30,000,000	6 \$48,999 or less	6 15% or greater
5	15%	5 \$30,000,000-\$59,999,999	5 \$49,000-\$54,999	5 14%-14.9%
4	20%	4 \$60,000,001-\$99,999,999	4 \$55,000-\$59,999	4 13%-13.9%
3	30%	3 \$100,000,000-\$129,999,999	3 \$60,000-\$64,999	3 12%-12.9%
2	40%	2 \$130,000,000-\$159,999,999	2 \$65,000-\$69,999	2 11%-11.9%
1	50%	1 \$160,000,000 or greater	1 \$70,000 or greater	1 10.9% or less



- With the exception of revenue, which is obtained from the Washington State Auditor annually, data is pulled from the most recent census data.
- Step increases were calculated using the maximum and minimum numbers in a range.

The incremental step increases for the factors are:

County Revenue - Every \$30,000,000

- Counties with a revenue of \$250,000,000 or higher typically had a poverty rate at or below the state average.

Median income - Every \$5,000

- Counties with a median income of ~\$75,000 or higher typically had a poverty rate at or below the state average.

Poverty rate - Every 1%

- WA state: 9.9% poverty rate

Data is pulled from the following resources

- US Census
- Washington Office of Financial Management
- Washington State Auditor - Financial Intelligence Tool

Shared-Cost Equipment & Services Estimates

The estimated equipment costs below were extracted from security grant funding awarded in 2022-2023. The costs typically encompass taxes, shipping, and installation. These costs are the average that courts spent rounded to the nearest \$1,000. Actual costs may be above or below these estimates. Cameras and Duress / Emergency Broadcast Systems had a significant variance in pricing due to facilities' specific needs and existing infrastructure (historic buildings, inability to upgrade/integrate current systems, etc).

Installation costs typically made up a majority of the cost for those two categories. Courts that were able to expand on their existing system generally had significantly lower labor costs. Private security costs also exhibit variability due to factors such as facility location and proximity to existing security offices. The cost of this service may decrease as demand in rural areas allows private vendors to justify local hiring and satellite offices in closer proximity. This is not an exhaustive list of items eligible for the Security Grant. Items and services that allow a court to meet General Rule 36 minimum standards will be considered.

Court Cost-Sharing Examples				
Security Item Shared-cost	Entry Screening (~\$5,000)	Court Security (~\$52 Armed ~\$40 Unarmed)	Security Cameras (~\$40,000)	Duress/Emergency Broadcast Systems (~\$18,000)
10%	\$500	\$5/\$4	\$4,000	\$1,800
15%	\$750	\$8/\$6	\$6,000	\$2,700
20%	\$1,000	\$10/\$8	\$8,000	\$3,600
30%	\$1,500	\$16/\$12	\$12,000	\$5,400
40%	\$2,000	\$21/\$16	\$16,000	\$7,200
50%	\$2,500	\$26/\$20	\$20,000	\$9,000



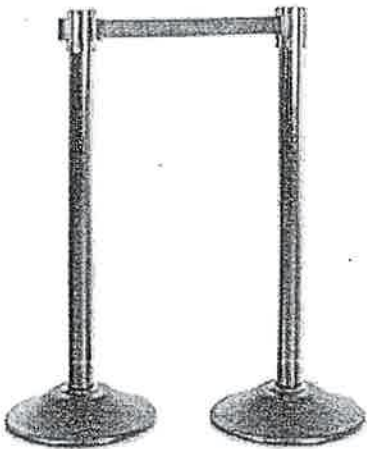
Pacific MicroRem, Inc.
Your Northwest Security Screening Experts

Jack L. Foyt, Jr.
Pacific Microrem, Inc.
8905 NE 117th Ave, Ste 108
Vancouver, WA 98662
Phone: 360-694-5154
Fax: 360-694-5181
Email: jfoyt@pacificmicrorem.com

Pacific Microrem Equipment Proposal

Prepared For Company	Don Wenzl Clallam County 223 E. 4th Street Port Angeles, WA 98362	Date Quote # Delivery Location(s) Application Expected Delivery Validity of Quote	May 13, 2024 05.13.24-063 Port Angeles, WA Courthouse/public building entry screening 12-18 weeks, ARO 120 days
Phone	(360) 417-2356		
Email	don.wenzl@clallamcountywa.gov		

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	Smiths Detection Hi-Scan 6040i X-ray Imaging System - Factory New Includes: Super Enhance for image contrast optimization 16x stepless image zoom system Hi-Spot automatic high-density alert system Hi-Mat 4-color material classification system Six pre-programmed image enhancement features Hi-Trax III computer operating system 60cm W x 40cm H" inspection tunnel High-resolution dual-energy detector array providing 38 AWG (1 mm) wire detectability 140 kV X-ray generator providing 30 mm of steel penetration 19" LCD monitor 1-year on-site parts and labor warranty <i>Quoted price reflects 10% discount from manufacturer's \$31,180 list price</i>	\$28,062.00	\$28,062.00
1	Options/Accessories: Advanced software Option Package (includes Image Management System, OTS X-Train operator training system, Hi-Tip+ operator performance monitoring software, etc. <i>Note: Quoted price reflects 50% discount from manufacturer's \$5,000.00 list price</i>	\$2,500.00	Option
1	1/2-meter entry/exit roller table	\$816.00	Option
1	1-meter entry/exit roller table	\$1,148.00	Option
1	Extended service agreement - per unit per each additional year of coverage (essentially extends the standard warranty coverage and adds the required annual service/rad survey	\$4,600.00	Option
1	Installation: Installation, calibration, radiation safety certification and operator training	\$750.00	\$750.00
1	Shipping: Non-expedited ground shipping from Edgewood, MD	\$1,200.00	\$1,200.00
Software Options package			
Total (Excluding WA state sales tax, optional roller tables/service agreement/software upgrades):			\$30,012.00



 Larger Photo



Product Cost

Our Price: \$139.00

Update Price



Availability:: Usually Ships in 1 to 2 Weeks
Product Code: U2102



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7.5 FT



Select Belt Color

Click to view another USW Belt Colors



Black



Qty:

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Description

Black retractable belt stanchions with Sta-Straight technology

CLASSIC STEEL STANCHION DESIGN with the industry's leading Sta-Straight technology system and QuikSecure® 5-second assembly.

The patented Sta-Straight technology system keeps posts from leaning and is maintenance-free since there are no bolts to loosen. Designed with points of contact under continuous tension plus a high-strength compression collar our posts Sta-Straight.

QuikSecure® 5-second assembly requires no tools. With a simple push and turn, the post and base are quickly locked together. If desired, tear down is just as simple.

DURACAST BASE The Duracast base is a durable, tough HDPE shell filled with very high-strength concrete (VHSC), a high-performance concrete far stronger than common concrete. VHSC was studied by the US Army Engineering Research & Development Center for more effective blast barriers. Each base has (6) non-marking, non-skid rubber feet.

PRO RETRACTABLE BELT CASSETTE

This dual braking system belt cassette comes equipped with standard locking buttons to prevent accidental belt release. Enjoy ultra-smooth and safe belt retention.



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Features

- Height: 38.5"
- Weight: 20 lbs
- Post Diameter: 2.5"
- Base Diameter: 14.5"
- Belt Length: 7.5' & 13'
- Belt Width: 2.0"

Write A Review

Rating: (THIS PRODUCT HAS NO REVIEWS) 0 REVIEWS

Sort Reviews By: Newest



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Retractable Belt Stanchions >

BLACK PREMIUM STEEL STANCHION BARRIER 7.5 FT / 13 FT BELT - 2 PACK

☆☆☆☆☆ 0 Reviews



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PERSONAL SERVICES AGREEMENT AMENDMENT 4

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

Name: Norpoint Protective Services
Address: 1010 South C Street
Port Angeles, WA 98363
Phone No: 877.667.7676

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:



Attachment A – Scope of Work



Attachment B – Compensation

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

This agreement is modified to continue security services for the Courthouse and Juvenile and Family Services courtroom.

The term of this Amendment shall commence on the 1st day of May 2023 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of August 2023. This contract may be extended with a review of rates, services, and needs of CCSO and County Administrative staff. Review and contract writing will need to commence on August 5 and be completed by August 15, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of April 2023.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Steven Bentley, Norpoint Protective Services

Mark Ozias, Chair

Title: _____

Date: _____ 2023

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

1. Norpoint Protective Services (NPS) will provide security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.
2. NPS will provide properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from May 1, 2023 until August 31, 2023.
3. Starting May 1, 2023 until August 31, 2023, NPS will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to eleven hours per week, on a schedule to be determined and flexible based on that court schedule each week.
4. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, and be posted at the security office on the 3rd floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, a NPS security officer will be posted in or near the juvenile courtroom.
5. NPS will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an NPS supervisor and CCSO contract manager.
6. Due to the nature of the state of emergency, the emerging COVID19 pandemic, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, CCSO, general public, county staff and employees, as conditions worsen or lessen, with input from the Contract Manager, while providing the required security coverage of the courthouse and grounds.
7. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.
8. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.
9. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
10. All Invoices will be based on actual costs.

COMPENSATION

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

SERVICE	RATE	DURATION	ANTICIPATED TOTALS
Courthouse Security Officer	\$55.00 per hour	8 hours per day (8:30am to 4:30pm) Closed weekends and holidays.	87 Days \$38,280.00
Courthouse Security Officer	\$55.00 per hour	8.5 hours per day (8:00am to 4:30pm) Closed weekends and holidays.	87 Days \$40,672.50
Juvenile Services Security Officer	\$55.00 per hour	Eleven (11) hours per week, scheduled based on court schedule.	17 weeks \$10,285.00
TOTAL			\$89,237.50

Payments for completed tasks shall be made no more frequently than ☒ every two weeks.

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

In no event shall Contractor be compensated in excess of EIGHTY-NINE THOUSAND, TWO HUNDRED THIRTY-SEVEN DOLLARS and FIFTY CENTS (\$89,237.50) for the completed work set forth in Attachment "A."

2. AND

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



9
JUN 03 2024

AGENDA ITEM SUMMARY

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

Department: Public Records

WORK SESSION ☒ **Meeting Date: 6-3-24**

REGULAR AGENDA ☒ **Meeting Date: 6-11-24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Resolution appointing Jesse Major as the Public Records Officer.

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?)

Resolution appointing Jesse Major as the Public Records Officer.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Records, IT Department

Date submitted: May 23, 2024

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



RESOLUTION _____, 2024

APPOINTING PUBLIC RECORDS OFFICER

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Public Records Officer Kelly Gonzalez resigned on May 3, 2024.
2. Jesse Major is the Deputy Public Records Officer and has been performing as the Public Records Officer until the position could be filled.
3. Effective June 3, 2024 Jesse Major is appointed to serve as the Public Records Officer for Clallam County.

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

1. Jesse Major is appointed as the Public Records Officer effective June 3, 2024

PASSED AND ADOPTED this 11th day of June 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias



AGENDA ITEM SUMMARY

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

JUN 03 2024

Department: Public Works

WORK SESSION ☒ Meeting Date: June 3, 2024

REGULAR AGENDA ☒ Meeting Date: June 11, 2024

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 101-24-008 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Sole Source/Bid Waiver |

Documents exempt from public disclosure attached: ☐

Executive summary: The Olympic Adventure Trail (OAT) – Whiskey Creek Bridge Replacement Project is located near Milepost 18 along the approximately 25-mile trail OAT route. The mostly single-track, natural tread OAT route traverses state forest land in the Olympic foothill area that begins at the trailhead just west of the SR 112 Elwha River Bridge and connects to the Olympic Discovery Trail (ODT)-Spruce Railroad Trail segment in Olympic National Park.

The existing trail bridge which collapsed in late-April consisted of a single log bridge crossing with a narrow deck and railings built on top of the log. The log crossing when functional was limited to hiker and biker traffic and not suitable for equestrian use. Plans for replacement of the log bridge were already in progress, but the recent sudden failure of the structure has resulted in an accelerated timeline.

Alignment and structural dimensions have been chosen for a new fiberglass bridge type. The structure must be 60' long and 6' wide to span the stream at adequate height above the channel and to support all trail users, including equestrians.

The project site is approximately 1.5-mile from the nearest access point. The narrow, natural surface trail corridor will not allow for transport or installation of bridge materials by larger equipment. Fish and wildlife protection standards further limit bridge construction activities in this riparian corridor. These challenges are the reason a fiberglass bridge type that is light enough to be carried in segments to the site was selected. The desired maximum weight of any segment is 150 lbs or less.

Fish protection standards require the new bridge to be installed during narrow fish construction window between July 15 and September 15. To assemble the bridge before the fish window ends, it is critical that the structure arrives no later than August 23rd, with August 15th being the desired

* 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)

delivery date. Failure to meet fish window time restrictions means bridge replacement will be delayed a year impacting trail users.

Three vendors were contacted who are known to supply bridges of this structure type and specifications outlined above. Of the three, two of them have fabrication timelines of 12 weeks, on top of document review timelines between 2-4 weeks. If the county went to bid, this would put delivery of the structures outside the fish window. Only one supplier currently has materials on hand and has indicated they can deliver the bridge materials by August 23.

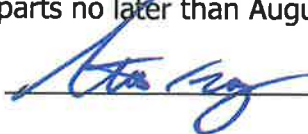
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

Purchase of the bridge structure and related materials is supported by 2024 Clallam County Lodging Tax Grant.

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

Approve the waiver of bid requirement due to sole provider ability to meet specifications and deliver the bridge structure components and related parts no later than August 23.

County Official signature & print name: _____



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Steve Gray & Jesse Goodman, Public Works

Date submitted: May 29, 2024

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



**REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT**

Department: Public Works

Date: May 29, 2024

Contract Number: 101-24-008

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: 60 foot long X 6-foot wide fiber reinforced polymer (FRP) Truss Bridge Kit (without decking & mid-rails).

Cost of Purchase: \$ 75,803 (INCLUDING TAX AND DELIVERY)

Vendor to be Awarded Contract:

Arete Structures

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: _____

County Official Signature

Approved this _____ day of _____ 20

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

101-24-008

May 29, 2024

Areté Structures, LLC

7668 Valley Blvd.
PO Box 745
Blowing Rock, NC 28605
828-434-0587

QUOTE / CONTRACT: 1693

PROJECT: 60-ft X 6-ft FRP Pedestrian Truss Kit

CLIENT:

Jesse Goodman
Clallam County Public Works
223 E 4th St, Port Angeles, WA 98362
(360) 417-2530 jesse.goodman@clallamcountywa.gov

Areté Structures, LLC is pleased to provide the following quote for the fabrication and delivery of the below listed fiber reinforced polymer (FRP) pedestrian bridge kit. Arété Structures is a small veteran owned business. Strongwell Corp. manufactures all our FRP materials and is ISO 9001 certified. Strongwell has been manufacturing pultruded products since 1956 and bridge components since 2001.

Note: Due to current disruptions in the national and global supply chains, prices are subject to change if this contract, the down payment and the signed general arrangements are not returned to us in less than 30 days of the date listed above.

DESIGN SPECIFICATIONS:

- Allowable Stress Design Method (ASD) _____ Safety Factor of 3
- Pedestrian Live Load _____ 85 PSF
- Wind Load _____ 35 PSF
- Snow Load _____ 40 PSF

BRIDGE STRUCTURE SPECIFICATIONS:

- Bridge Design _____ Fiberglass Truss Design
- FRP Structural Shapes _____ Strongwell EXTREN® 500 Series
- End of Bridge _____ Sloped-Ends
- Rail Height _____ 54-in Min. Rail Height
- Truss Hardware _____ Hot-Dipped Galvanized ASTM A307 Steel Hardware
- Standard Color _____ Olive Green

Any other color request after receipt of signed proposal will void this contract & require a requote

- Bridge Width is Measured at the Deck Level (see Figure on 2nd Page)
- Positive CNC Fabricated Mechanical Camber
- Aluminum Angle Mounting Clips (For Abutment Attachment)
- Decking Options ***(not included in summary cost, choices below):***
 - FRP Decking – 24-in or 12-in Wide Safplank FRP Non-Skid Decking
 - Timber – 3-in x 12-in or 2-in x 12-in #1 Pressure-Treated Southern Yellow Pine Wood Decking
 - FRP Grating -I4000 1-in High Non-Skid Premium FRP Grating

Initial:

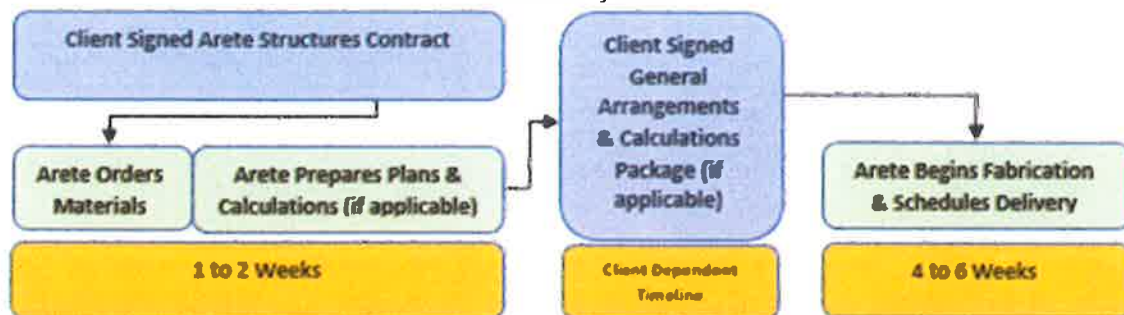
- Horizontal Safety FRP Mid-Rails **(not included in summary cost, choices below)**:

- Max. 4-in Opening
- Max. 6-in Opening
- No Railing - Customer Supplied

FABRICATION AND DELIVERY:

- Fabrication begins once client has:
 - Signed Areté Structures Contract
 - Signed Copy of the General Arrangements & Calculation Package (if applicable)
- The bridge kit(s) will be delivered four to six weeks after the above steps have been completed.
- The field assembly plans will be delivered via email prior to delivery of bridge kit(s).
- The delivery driver will contact the project manager two (2) days in advance of delivery.
- The bridge kit(s) will be delivered to an address which is accessible to a full-sized tractor trailer.
- If the customer is not ready to receive the bridge kit(s) within 2 weeks of project completion, a monthly storage fee of \$250 per bridge will be billed monthly.
- Delivery may be delayed or rescheduled due to the occurrence of unforeseen situations that may arise and be out of our control.
- Delivery charge may vary due to unforeseen situations that may arise and be out of our control.

Schedule of Events



PRICE:

- (1) FRP Truss Bridge Kit *without Decking & Mid-Rails*: 60-ft Long X 6-ft Wide **\$ 55,100**
 (2) Estimate Delivery to: Port Angeles, WA **\$ 14,700**

	Additional Options	Additional Cost	Initial to Accept Option
DECKING	FRP Safplank Interlocking Decking w/ hardware (24" wide planks)	\$12,040	
	Timber Decking No. 1 Treated Southern Yellow Pine (3" x 12") w/ hardware (For Equestrian & Vehicle Loading)	\$6,050	
	Heavy Duty Dyna Plank, 1.88" Deep, 10 ½" Wide, Dark Grey Grit (For Vehicle Loading)	\$15,950	
	Timber Running Planks, Treated Southern Yellow Pine (2" x 12") w/ hardware	\$4,140	
	Premium FRP Grating w/ hardware	\$13,650	
RAIL	Horizontal Safety FRP Mid-Rails - Max. 4-in Opening	\$5,060	
	Horizontal Safety FRP Mid-Rails - Max. 6-in Opening	\$4,330	
	Sloped End Sections	INCLUDED	
	Rail Height – 54-in Minimum (Recommended for Equestrian)	INCLUDED	
OTHER	Slate Gray, Flame Retardant Additive (EXTREN® 525 Series FRP)	\$11,130	
	Stainless Steel Hardware	\$5,370	
	Safety Factor of 4 (per ASSHTO)	\$2,250	
	Calculation Package	\$1,500	
	Stamped Plans	INCLUDED	

Delivery To:	
--------------	--

Total Amount: \$ _____

(Sum of lines 1 & 2 and additional options requested)

If paid by credit card, an additional 3% convenience fee shall be added to the above total. Add 6.75% Sales Tax if bridge is located in NC.

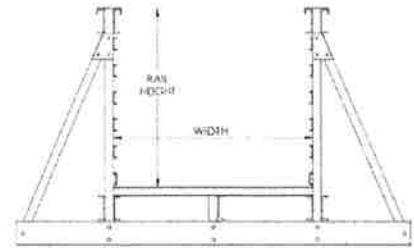
Signature to Accept: _____



Safplank Interlocking Decking



FRP Premium Grating



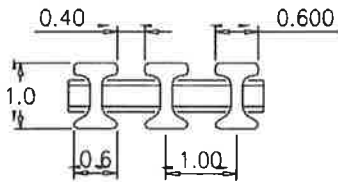
Bridge Rail /Width Dimensions



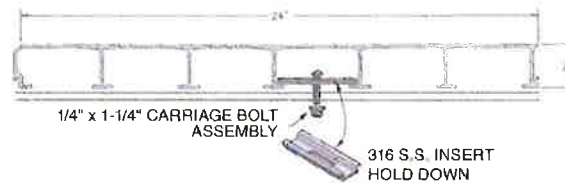
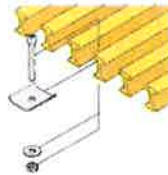
Southern Yellow Pine Decking



**FRP Bridge with Sloped End Sections
& Customer Supplied Timber Horizontal Rails**



Profile FRP Grating -I4000 1-in High Non-Skid Grating



Profile FRP Interlocking Decking – 24-in or 12-in Wide Premium FRP Safplank FRP Non-Skid Decking

TERMS & CONDITIONS:

100% due within 30 days of bridge delivery date. Quote is valid for 30 days.

To order, customer shall return this signed Quote within 30 days of the date on page 1. Areté Structures will schedule fabrication upon receipt of the signed and approved general arrangement drawings. Lead-times are approximately four to six weeks from receipt of signed and approved drawings. Lead-times may be subject to material availability. A purchase order will be accepted once this quote letter has been signed, dated, and returned. A final payment invoice of 100% will be issued upon delivery of the bridge, this final payment is due within 30 days. If client fails to make payment within 30 days after receipt of invoice, interest at an annual rate of 18% shall accrue.

Upon delivery the client shall sign off on Bill of lading. In the event that parts are requested after delivery and customer bill of lading sign off, charges for the requested hardware and delivery will be changed to the client.

ASSUMPTIONS:

These costs **DO NOT** include the following items:

- Permitting
- Anchor Bolts and design of anchor bolts
- Any Local, State, or Federal Sales Tax
- Construction Oversight and/or Inspection
- Site survey, Site Visits, or Geotechnical Evaluations
- Unloading & Installation of the Prefabricated Bridge
- The Design, Construction, and Material for the Abutments or Bridge Approach

Initial:

- Areté Structures is a bridge supplier of prefabricated bridge kits. Areté Structures is not a sub-contractor, nor is it licensed or insured to provide construction services. Areté Structures will not be party to sub-contractor agreements.
- Areté Structures will not sign or enter into Interim Release or other legal forms other than this contract.

All engineering services are contracted to and provided by Areté Engineers, PLLC or another licensed engineering firm.

WARRANTY:

Areté Structures, LLC / Strongwell Corporation warrants the structural integrity of the fiber reinforced polymer components and the Goods, and any manufactured components by Strongwell will be free from Structural defects in material or workmanship for the warranty period of 15 years. The foregoing warranty shall not apply if the Goods have been subject to improper storage, accident, misuse, or unauthorized modifications or alterations, or have not been installed, operated, and maintained in accordance with the procedures approved by Areté Structures LLC or to any components manufactured by the customer or a third party not approved by Areté Structures LLC.

Thank you for the opportunity to provide this quote. Please feel free to contact me with any questions regarding the contents of this quote at (828) 572-8792 or adam@aretestructures.com.

Sincerely,

Adam Felmlee
Areté Structures, LLC

Proposal Acceptance:

Please sign, date, and initial all pages of this quote and return to Areté Structures, LLC to serve as the legally binding contract for the product(s) listed above. By signing this document, you agree to the Terms and Condition and Pricing set forth above.

Signature

Date

Mike French, Chair
Please Print Name
Board of Clallam County Commissioners

Approved as to form only by

Bert Dee Boughton
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



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

JUN 03 2024

Department: DCD

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 11, 2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Following an extensive public engagement process, DCD has prepared a draft ordinance establishing performance standards for agricultural accessory uses in Clallam County's rural and resource zones. The ordinance is being proposed through a Type B Amendment to align development regulations with existing county policies.

The Planning Commission conducted a public hearing to consider this draft ordinance on May 15, 2024, and voted to forward the draft ordinance to the Board of County Commissioners for review.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Review the draft ordinance and schedule a public hearing for consideration.

County Official signature & print name: Bruce Emery, Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: May 29, 2024

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

PUBLIC HEARING
Proposed Ordinance titled "Agricultural Accessory Uses"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 25, 2024 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, creating performance standards for agricultural accessory uses in rural & resource zones.

SUMMARY OF PROPOSAL: Clallam County is proposing the creation of a new section within Title 33 that establishes performance standards for Agricultural Accessory Uses in the rural & resource zones of unincorporated Clallam County. This proposed development regulation is being considered through a "Type B" amendment process to align development regulations with existing county policies.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: June 14th and 21st

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Department of Community Development

Subject: Transmittal to BOCC: Findings and Conclusions regarding
Agricultural Accessory Use Ordinance CCC 33.48

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing process regarding an addition to Title 33, which will address creation & development requirements for agricultural accessory uses in unincorporated Clallam County. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on May 15, 2024. I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. Staff hosted 7 public meetings to discuss Agricultural Accessory Uses; three in Sequim, and one each in Port Angeles, Forks, Clallam Bay, and Joyce.
2. The Planning Commission had work sessions related to Agricultural Accessory Uses on October 18, 2023, January 3, February 7, February 21, March 6, and March 30, 2024.
3. Legal notice was published in the Peninsula Daily New prior to the public hearing that was conducted on May 15, 2024.
4. Staff presented a formatted draft ordinance to the Planning Commission on May 15, 2024 as a part of the Public Hearing process.
5. Following a public hearing at the May 15th meeting, the Planning Commission voted 6-0 with one abstention for the Draft Agricultural Accessory Use Ordinance to be forwarded to the BOCC for consideration.
6. Based on the above facts and findings, and the attached draft ordinance adding a Chapter 33.48 to the Clallam County Code titled Agricultural Accessory Uses, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed Ordinance shall be included in the zoning code to:

1. Establish prescriptive standards for agricultural accessory uses in the rural and resource zones of unincorporated Clallam County.

The Planning Commission recommends approval by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.

 5/21/2024

Steve Gale, Chair

Date

Ordinance _____

An ordinance creating a chapter 33.48, of the Clallam County Code,
titled Agricultural Accessory Uses

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Amending 33.03.010 (7) Agriculture Definition Only:

Section 33.03.010, Definitions, is amended to read as follows:

(7) "Agriculture" means improvements and activities associated with the raising, ~~and harvesting,~~ and necessary processing of crops and livestock. "Agriculture" includes ancillary activities, including, but not limited to, equipment storage and repair, seasonal employee housing, and temporary on-site retail stands for the sale of agricultural goods.

And

Section 33.48.010, Definitions, is created to read as follows:

(1) "Agricultural Accessory Use" means a use that directly supports, promotes and is subordinate to a permitted primary agricultural use or agricultural activity on a farm.

(2) "Agricultural Work" means tasks related to farming, cultivation, and production of agricultural products. These tasks include, but are not limited to, manual labor assisting with crop production, harvesting, sorting, and animal care and husbandry.

(3) "Other Farm Dependent Accessory Activities" means those accessory activities, not elsewhere defined in this chapter, that directly relate to or are dependent on the operations of a farm. These activities may provide an engaging and entertaining experience for participants and may include, but are not limited to, corn mazes and other such maze structures, tractor rides, and/or agricultural demonstrations and do not include wedding venues.

(4) "Farm Tours" mean a tour of an agricultural operation, or other farm related educational events, allowing members of the public to observe or learn about agricultural operations onsite.

(5) "Farmers' Markets" mean a venue located on a farm, which is used by multiple agricultural producers, for the sale of agricultural products grown, produced, or processed primarily in Clallam County or Jefferson County.

(6) "Onsite Commercial Greenhouses or Nurseries" means a structure (greenhouse), and or nursery operation, located on a farm, devoted to the cultivation of plants or other grown agricultural products.

(7) "Onsite Retail Stores" means a retail establishment, located on a farm, primarily engaged in the sale of agricultural products produced onsite directly to consumers.

(8) "Temporary Onsite Retail Stands" mean a temporary or permanent structure, not internally accessible to the public, located on a farm, where agricultural products produced onsite and related items are sold directly to consumers.

(9) "U-picks" means an agricultural enterprise where consumers visit a farm to harvest, or pick, produce and other agricultural products directly from the fields or orchards.

(10) "Work Stays" means paid accommodation on a working farm where guests partake in agricultural work.

Section 33.48.020, Purpose and intent, is created to read as follows:

Clallam County recognizes the benefits that agricultural accessory uses can have on meeting community goals. The purpose and intent of this chapter is to:

- (1) Ensure that agricultural accessory uses remain clearly subordinate to ongoing agricultural activities on a parcel or parcels.
- (2) Protect rural and neighborhood character in areas where commercial activities are otherwise not allowed.
- (3) Accommodate unique and creative accessory uses that are harmonious with and support onsite agricultural activities.
- (4) Support a diversity of revenue streams for agricultural producers to strengthen the economic viability of agricultural operations.
- (5) Provide specific prescriptive standards for a wide range of agricultural accessory uses in Clallam County.
- (6) Encourage the continuation of agricultural lands for long-term agricultural use.

Section 33.48.030, Applicability, is created to read as follows:

To be eligible for the accessory agricultural uses specified in this Chapter, a farm on which such uses are conducted must meet all of the following:

1. Contain a minimum of one (1) acre of land utilized in the production of agricultural products.
2. Is located within a Rural or Resource zoning district in which Agricultural Activities are listed as an allowed use per the underlying zoning of the property.

A Temporary Farm Stand is not restricted by the conditions stated in Subsections 1 & 2 above and are considered to be an allowed accessory use of any agricultural operation in which Agricultural Activities are permitted by the underlying zone, including Rural, Resource and Urban zoning districts.

All other agricultural accessory uses proposed on farms that fail to meet the above applicability standards may be considered through a Conditional Use Permit utilizing the standards outlined in this chapter as well as additional standards specific to the proposal.

Any use authorized by this Chapter will also require compliance with the Shoreline Master Program, stormwater management program, development regulations, Critical Areas Code, and any other federal and/or state requirements. Agricultural accessory uses which conform to the standards in this Chapter and all other applicable standards shall not be considered an intrusion of commercial activity within rural residential, or resources zones. The standards of this Chapter, as applicable, supersede the use standards of the underlying zone.

For the purposes of this Chapter, contiguous parcels under shared ownership will be reviewed as one farm when determining the appropriate level of review and other area related requirements for the proposed agricultural accessory use.

No part of this chapter will be interpreted to exempt uses or structures from the requirements of the adopted building codes and/or other applicable development regulations. Contact the Department of Community Development for all related permit requirements.

Section 33.48.040, Agricultural Accessory Uses, is created to read as follows:

An accessory use to agriculture may include, but may not be limited to, the following:

- (1) Temporary onsite retail stands

- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations
- (7) Work stays
- (8) Other farm dependent accessory activities

Section 33.48.050, General requirements, is created to read as follows:

The requirements listed below apply to all agricultural accessory uses:

(1) *Relationship to Onsite Agricultural Production.* Any proposed agricultural accessory use must be related to and dependent on the agricultural activity taking place on site and remain subordinate to the scale of the agricultural activity on site.

(2) *Review Procedure.* Agricultural Accessory Uses will be reviewed on a site-by-site basis utilizing the standards specific to each agricultural accessory use found in this chapter. When no specific standards are found for a proposed agricultural accessory use, the Administrator may provide a Code Interpretation on the use in question pursuant to CCC 26.10.555, and must ensure the agricultural accessory use remains clearly incidental and subordinate to the agricultural activity on the parcel and protect the rural and neighborhood character of the surrounding area.

(3) *Access.* Safe vehicular access and customer parking must be provided on site, such that vehicles are not required to back onto roads. Temporary and permanent structures and parking must be located outside of public rights-of-way, meet setbacks for the zoning area, and should be located where impacts to adjacent residential uses are minimized.

(4) *Placement.* All Agricultural Accessory Uses, including new buildings, parking, or supportive uses, should be located inside the general area already developed for buildings and residential uses and must not otherwise convert more than 25% of land to accessory uses.

(5) *Signs.* All signage must be compliant with CCC 33.57.

(6) *Landscaping.* A visual buffer consistent with CCC 33.53, is required along all sides of a permanent parking area within 30 linear feet of a front, side, or rear property boundary. Natural vegetation may be allowed in lieu of a visual buffer provided existing vegetation is sufficient to break up the visual impact of the parking area from neighboring properties or road frontages.

(7) *Lighting.* All lighting associated with agricultural accessory uses must be directed downward and shielded to prevent glare and light encroachment onto neighboring properties and roads. All uses requiring a certificate of compliance or conditional use permit per CCC 33.48.060 must be required to submit a lighting plan for review and approval.

(8) *Noise.* Agricultural Accessory Uses must be compliant with CCC 15.30

Section 33.48.060, Use Review Table, is created to read as follows:

Agricultural Accessory Use Review Chart					
	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Temporary onsite retail stand	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright
Onsite retail store	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
Onsite greenhouses	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
Farmers Market	Conditional Use Permit	Conditional Use Permit	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
U-Pick	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright
Farm Tours	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright
Work Stays	Prohibited	Prohibited	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
Other Farm Dependent Acc. Activities	Conditional Use Permit	Conditional Use Permit	Conditional use permit	Certificate of Compliance	Certificate of Compliance

Section 33.48.070, Additional standards for temporary onsite retail stands, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, temporary onsite retail stands are subject to the following requirements:

Temporary Onsite Retail Stands					
Level of Review	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright

(1) Additional Performance Standards

a. *Structure*: Temporary Onsite Retail Stands must be no larger than 400 sq. ft. and must not be made internally accessible to the public.

b. *Product*: 75% of all products retailed at a Temporary Onsite Retail Stand must be agricultural products produced in Clallam and/or Jefferson County.

c. Temporary onsite retail stands are allowed in all zones that identify agricultural uses as allowed outright and is not otherwise restricted by the applicability provisions contained in this Chapter.

Section 33.48.080, Additional standards for onsite retail stores, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, onsite retail stores are subject to the following requirements:

Onsite Retail Stores					
Level of Review	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance

(1) Additional Performance Standards

a. *Structure*: Farms are limited to one Onsite Retail Store and must have no more than 1000 sq. ft. of publicly accessible space. This maximum may be exceeded with the issuance of a conditional use permit when all other standards are met.

b. The owner is responsible for obtaining a building permit from the Clallam County Department of Community Development to review that the structure has adequate means of egress, exits, smoke detectors, carbon monoxide alarms, fire extinguishers, and other fire protection systems in compliance with the adopted building code.

c. *Product*: 75% of all products retailed at an Onsite Retail Store must be agricultural products produced in Clallam and/or Jefferson County.

d. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required conforming to applicable parking standards.

e. *Environmental Health Services Requirements:* The owner must ensure all Clallam County Environmental Health Service Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

f. *Hours of Operation:* Operation must be limited to between sunrise and 10 PM.

g. *Length of Operation:* Onsite Retail Stores may only be operated between the months of May and October unless otherwise approved by a certificate of compliance or conditional use permit.

Section 33.48.090, Additional standards for onsite commercial greenhouse, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, onsite commercial greenhouses are subject to the following requirements:

Onsite Commercial Greenhouse					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Allowed Outright

(1) Additional Performance Standards

a. *Structure:* For greenhouses allowing public entry, the owner is responsible for obtaining a building permit from the Clallam County Department of Community Development to review that the structure has adequate means of egress, exits, smoke detectors, carbon monoxide alarms, fire extinguishers, and other fire protection systems in compliance with the adopted building code.

b. *Product:* 90% of products retailed from a greenhouse must be agricultural products, of which 75% must be produced onsite..

c. *Parking:* The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

d. *Environmental Health Services Requirements:* The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

e. *Hours of Operation:* Operation must be limited to between sunrise and 10 PM.

f. *Length of Operation:* The retail operation of an onsite commercial greenhouse or nursery may only be operated between the months of May and October unless otherwise approved by certificate of compliance or a conditional use permit.

Section 33.48.100, Additional standards for farmers' markets, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, Farmers' markets are subject to the following standards:

Farmers' Markets					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Conditional Use Permit	Conditional Use Permit	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance

(1) Additional Performance Standards

(a) *Structure*: When a permanent structure is utilized, the owner is responsible for obtaining a building permit from the Clallam County Department of Community Development to review that the structure has adequate means of egress, exits, smoke detectors, carbon monoxide alarms, fire extinguishers, and other fire protection systems in compliance with the adopted building code.

(b) *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

(c) *Frequency*: No more than 2 farmers' market events may be hosted per week.

(d) *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

(e) *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

(f) *Access*: Farmers' Markets must be accessed from a public road capable of supporting traffic generated from the use.

Section 33.48.110, Additional standards for U-picks, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, U-picks are subject to the following requirements:

U-Pick					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright

(1) Additional Performance Standards

a. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

b. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

c. *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

Section 33.48.120, Additional standards for farm tours, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, farm tours are subject to the following requirements:

Farm Tours					
Level of Review	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright

(1) Additional Performance Standards

a. *Educational Exemption*: Educational tours or events hosted in partnership with the WSU Extension Office, Clallam County 4H club, or accredited educational institutes are considered allowed outright for the purposes of performance standards related to this section but must conform with all applicable performance standards.

b. *Size of Groups*: All groups and individuals involved in a farm tour must be guided by a designated farm representative or be contained within areas with clearly delineated boundary lines.

c. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for all farm tour participants. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

d. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

e. *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

Section 33.48.130, Additional standards for work stays, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, farm stays are subject to the following requirements:

Work Stays					
Level of Review	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
	Prohibited	Prohibited	Certificate of Compliance	Certificate of Compliance	Allowed Outright

(1) Additional Performance Standards

a. *Structures*: Permanent structures, park models, recreational vehicles, and/or semi-permanent tents are not allowed for use as work stays. Work stays must be limited to temporary tents and tents must not be provided by the farm operator.

b. *Limitations*: Work Stays must be limited to individuals or groups where at least one individual is performing agricultural work onsite. Farm Stays must be limited to no longer than two weeks and a group must be no larger than 6 individuals.

c. *Number of Sites*: Farm stays must be limited to no more than 3 sites per 5 acres with no more than a maximum of 12 sites. This maximum may be exceeded through the issuance of a Conditional Use Permit when all other standards are met.

d. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

e. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

f. *Fire Safety*: Fires must be contained within a designated and approved fire ring or other similar containment device.

g. *Required Notice*: The owner is responsible to provide written notice to of:

(a) County sound and noise regulations pursuant to CCC 15.30, Public Disturbance.

(b) Rules of conduct, local laws, burn bans, and responsibility not to trespass on private property or to create disturbances (e.g., noise). If there is an easement that provides legal access to off-site areas such as beach access, this shall be indicated on a map and the easement must be clearly marked.

(c) Emergency numbers and the name and number of a local contact person(s) for the work stay operator.

Section 33.48.140, Additional standards for other farm-related accessory activities, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, these activities are subject to the following requirements:

Other Farm Dependent Accessory Activities					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Conditional Use Permit	Conditional Use Permit	Conditional Use Permit	Certificate of Compliance	Certificate of Compliance

(1) Additional Performance Standards

a. *Frequency*. No more than 21 days of activities or events are to be undertaken under this use within a calendar year when those activities have the potential to generate noise, traffic, or other nuisances above uses otherwise allowed in this chapter. This number may be increased through the issuance of a conditional use permit when all other standards are met.

b. *Parking.* The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

c. *Environmental Health Services Requirements:* The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

d. *Limited number of other activities:* No more than three other activities may be allowed through this section without the issuance of a conditional use permit.

Section 33.48.150, Effective date, is created to read as follows:

This chapter shall take effect (i.e., the effective date shall be) the date of adoption of the ordinance codified in this chapter.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

Agriculture Accessory Uses Public Hearing Discussion Paper
Clallam County Department of Community Development
May 15, 2024

The following document is substantively like a document originally created in November of 2023 modified and updated to reflect the most current information and recommendations.

Overview

Clallam County is proposing a Type B amendment to amend its development regulation for the purpose of creating prescriptive performance standards relating to agricultural accessory uses. To support this effort, Clallam County has engaged in several public events and workshops to gather information, solicit public feedback, and ensure that the proposed development regulation would align with the needs of many local agricultural producers. Specifically, staff is recommending the adoption of performance standards related to the following agricultural accessory uses:

- (1) Temporary onsite retail stands
- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations
- (7) Work stays
- (8) Other farm dependent accessory activities

Also included in this document is a brief summation of Clallam County's agricultural history, relevant policies, existing regulatory framework, and recommendation summary.

Purpose

Farming in Clallam County has gone through significant changes in the past several decades. From its "hay-day" of the 1940's and 50's, agricultural operations have seen a dramatic decline in Clallam County, and most significantly in the Sequim-Dungeness region. Large expanses of integrated farm operations have since given way to residential communities and affiliated uses. Along with the reduction in farms, the businesses necessary to support agriculture have also diminished. However, farming on small acreage remains a viable and important part of Clallam County's rural landscapes and economy.

To survive in this changing environment, local farms have adapted to focusing on direct-to-customer sales, niche-markets, and business diversification in order to maintain economic viability. In some cases, this has included changes to traditional farm operations to accommodate an emerging agritourism industry where the "farm"

becomes the central focus of more recreational and leisure experiences monetized to supplement the farm operation.

In so doing, typical farm operations have introduced new land uses and operational characteristics that have, in some instances, exceeded limits established in the County's land use regulations. In the interest of supporting and facilitating local farms in developing new and innovative strategies for diversifying and strengthening their businesses, there exists a need to evaluate existing land use policy and adjust regulations to offer clarity and harmonize the need for farm business diversification while maintaining rural communities free from potential adverse impacts of unregulated commercial encroachment. Clallam County is proposing a Type B amendment to its development regulations for the purpose of creating prescriptive performance standards related to agricultural accessory uses.

Existing County Policy

Both the Clallam County Code and the Washington State Growth Management Act require that Clallam County "[e]ncourage conservation of productive agricultural lands and discourage incompatible uses (CCC 31.01.110, RCW 36.70A.020(8))." In developing policies to respond to this directive, the Comprehensive Plan was updated in 2006 to include an array of goals and policies intended to provide for the preservation and strengthening of the local agricultural industry. Key to this objective were policies that establish existing agricultural operations as a preferred land use, including protections against nuisance complaints and limits on the development of viable agricultural land from competing land uses. But also key to these policies was a strong recognition that, for agriculture to continue to be economically viable in Clallam County, farms would need the ability to diversify to incorporate limited on-location retail and agritourism-related business elements. Specific policies are included in Appendix A, and are summarized as follows:

- Lavendar farms have developed an agritourism industry to complement the sales of lavender products by selling the experience of visiting lavender farms and the region through festivals, farm tours, and other events (CCC 31.02.115(5)(b)).
- Agritourism may also be developed through other farm-related opportunities, like U-pick, corn mazes, farm stays (pay to work on farms), and farm education events (CCC 31.02.115(5)(b)).
- The local farming industry will need to enhance its capacity to perform local processing and provide retail of value-added products (CCC 31.02.115(6)).
- Clallam County should encourage continued farming through tax incentives, technical assistance, and permitting of compatible on-farm enterprises subject to applicable performance standards (CCC 31.02.120(2)).
- The raising of crops and livestock shall be the principal land use in areas designated agricultural. Other uses will include a farm residence, farm buildings,

direct marketing farm stands, home enterprises and home-based industries (CCC 31.03.220(3)(b)(ii)).

Existing County Regulatory Framework

The agricultural policies of the Comprehensive Plan set forth the guiding principles that support the applicable regulations enumerated in the Zoning Code. As shown in Appendix A, the Zoning Code currently regulates accessory farm uses through three primary mechanisms:

- Allowance of temporary on-site retail stands for the sale of agricultural goods as accessory to agricultural operations (CCC 33.03.010(7))
- Allowance of a home enterprise as a permitted use (CCC 33.07.010(1)), and
- Allowance of a home-based industry as a conditional use (CCC 33.07.010(2)).

For clarity, a home enterprise is a business use that is carried on within a home or existing building and does not generate any traffic or other outward characteristics of a business. A home-based industry does include some limited commercial activities outside and may include the generation of limited traffic. The conditional use permit process requires a decision of the Hearing Examiner and analysis of the specific development to identify and mitigate any potential objectionable characteristics, such as adequate parking, noise and glare abatement, hours of operation, and adequate landscaping or screening.

Although a range of possible accessory uses to an agricultural operation could be considered through the conditional use permit process, the Zoning Code allows home-based industries as a conditional use in all rural residential zones. In this respect, the only special consideration afforded to agricultural operations is the allowance of a temporary on-site retail stand.

Given the policy background on this issue, additional regulatory tools could be considered to expand and guide the development of accessory entrepreneurial developments associated with existing farms to help diversify and strengthen their operations. But these tools must also be balanced with the need to ensure the protection and preservation of agricultural lands and to protect rural communities from proliferation of commercial development and incompatible uses.

To support this effort, Clallam County has engaged in several public events and workshops to gather information, solicit public feedback, and ensure that the proposed development regulation would align with many needs for local agricultural producers.

Recommendation Summary

All proposed changes to the Clallam County Zoning Code regulations have been determined to be consistent with the established policies and meet the criteria as a Type B Amendment, CCC 33.35.015(2) (see Appendix A).

In addition to the general discussion about entrepreneurial diversification of agricultural operations, the Comprehensive Plan specifically indicates the County should allow for "...the permitting of compatible on-farm enterprises subject to applicable performance standards (CCC31.02.120(2))." Although the conditional use permit process remains a tool for more complex development proposals, developing clear, objective performance standards for *compatible* uses that are allowed outright would go a long way in assisting farms with additional tools for diversification consistent with their existing operations. Of course, determining what is compatible is a subjective question. Central in considering the answer to this question is 1) the need to ensure the long-term conservation of viable agricultural lands and farm operations, and 2) the protection of farm and rural lands from incompatible uses.

The following are the types of uses that are being considered as accessory to agricultural operations and a summation of what prescriptive performance standards would be applied.

- **On-site processing of ag-related products.** The processing of raw agricultural products into value-added products ready for market is a great way for local farmers to increase the value of their operation. However, such activities have the potential to introduce incompatible operational characteristics. The Clallam County Code currently allows home enterprises outright in rural areas, and home-based industries as a conditional use (both discussed earlier). The former allows limited manufacturing of raw agricultural products within lawfully established buildings without the need for a permit. The latter requires review and approval from the Hearing Examiner to evaluate potential impacts and set conditions for use and operations that are intended to address impacts. Rather than create additional performance standards related to on-site agricultural processing, it is recommended the definition of Agriculture be changed to include this type of use in a limited capacity.
- **On-site retail.** The Zoning Code allows for temporary on-site retail stands for the sale of agricultural goods as accessory to agricultural operations (permitted outright). One point of confusion has been that any building used for commercial purposes in which the public enters requires a commercial building permit (IBC 105.1). Another issue is the lack of appropriate limits on the scope of on-site retail operations or the need for adequate access, parking, signage, lighting, or other features commonly associated with retail use.

Through public engagement, a series of performance standards addressing the above concerns are being proposed. Generally, staff recommends that, when applicability, placement, and performance standards are met, that agricultural producers be allowed up to 1000 sq. ft. of onsite retail space through the issuance of a certificate of compliance.

- **Farm tours.** Farm tours are a great way to introduce the public to agricultural operations and provide education, as well as to diversify sources of revenue for the farm. Similar to retail, there needs to be standards for ensuring adequate

access, parking, signage, landscaping, lighting, or other features necessary to ensure the scope of the activity is commensurate with the scope of the farm.

- **Farm education events.** Similar to farm tours, farm education events and farm-related classes help to diversify farm operations and revenue. But reasonable limits should be considered to ensure such operations do not exceed on-site parking, interfere with ongoing agriculture, or introduce impacts to the rural community. Appropriate building permits must be obtained if any portion of the education event is to occur within an agricultural building.

Through public engagement, it was determined that farm tours be considered a type of educational event, or that an educational event may take the form of a farm tour. As such, a series of performance standards relevant to both were created addressing the concerns regarding impacts to rural characteristic/community. Generally, staff recommends that farm tours be treated as an accessory use allowed outright on all farms greater than 5 acres and through a certificate of compliance on any smaller farms.

- **U-pick.** The same concerns expressed for farm tours and farm education events exist for the uses of this section.

Similarly to the above section, staff recommends limited performance standards for the described use and allow the use outright on all farms greater than 5 acres.

- **Farm work-stays.** The Zoning Code allows for the creation of bed and breakfast inns (up to five units) in most rural residential zones, and as a conditional use in the Agricultural Retention Zone (AR). Consideration given to expanding farm work-stays as an agricultural accessory use has been done with great care to ensure the facility does not exceed the scope of the farm operation and does not otherwise interfere with farming activities or impact neighboring rural residential areas. It is strongly suggested that if such use is allowed as an accessory use, that the use be relatively constrained and clearly connected to the agricultural production taking place on site.
- **Farmers' Markets.** Farmers Markets can represent an easy way for an agricultural producer to access a retail market greater than what may be available to them through their own temporary farm stand, retail store, or green house. Farmers Markets also have real potential to create traffic & noise well beyond uses that would otherwise be allowed in rural or resource zones. As such, along with performance standards generally applicable to most agricultural accessory uses, specific standards for access and frequency have been proposed to limit Farmers' Markets to being accessed only from public roads and not taking place more than two times per week.
- **Other Farm Dependent Uses.** Staff understands that there may arise some proposals that do not align with any of the agricultural accessory uses for which prescriptive performance standards have been created, such as limits on frequency and limits on total numbers of other actives allowed. When no such prescriptive standards exist for a proposed use, but the proposal is directly related to, and dependent on the onsite agricultural activity, and when all other

general requirements can be met, it may be beneficial to have relatively restrictive standards by which staff can review the activity and apply performance standards.

Uses not addressed through this amendment.

- ***Wedding venues and other non-agricultural events.*** Wedding and similar event venues that rely on agriculture as a backdrop of the use, but that are not dependent on the agriculture occurring on the property are not currently identified in the use tables of the Clallam County Zoning Code. In accordance with CCC 33.05.010, such activities may be allowed through the issuance of a conditional use permit. It is suggested that this process is appropriate for the potential scope and complexities that weddings and other destination venues present. The opportunity to evaluate all aspects of the development to ensure no impacts on agricultural operations or the rural community is apparent, provides rationale for the requirement of the conditional use permit for such proposed uses.
- ***Festival participation.*** The Lavender Festival, Sequim Irrigation Festival, and other regional festival events are generally administered through the Special Events Ordinance, Chapter 15.02, CCC. No further controls are recommended for this section.
- ***Wineries, breweries, and distilleries.*** Like wedding venues above, as an unspecified use within the zoning code, these uses could be applied for through the conditional use permit process. Staff did not find sufficient evidence to believe the implementation of performance stands related to these uses could be completed through the Type B amendment process.

A Note on Applicability

Except for temporary farm stands, all agricultural accessory uses proposed through this chapter would have to take place on parcels meeting the following requirements:

1. Contain a minimum of one (1) acre of land utilized in the production of agricultural products.
2. Be located within a Rural or Resource zoning district in which Agricultural Activities are listed as an allowed use per the underlying zoning of the property.

The first applicability standard was designed to create a clear threshold of entry, that would be easily reviewed through site plans and GIS data, while not requiring participating agricultural producers to be enrolled in any programs or have to actively report any performance metrics.

The second was designed to reflect the fact that as a Type B amendment only those changes that align development regulations with existing comprehensive plan policies are allowed. There is specific language in the Clallam County Comprehensive land

directing staff to consider development regulations to allow for compatible on-farm enterprises in agricultural resource zones (CCC 31.02.120), and similar directives are made for rural zones. While agricultural production in our urban areas is valuable and should continue, no such direct policy language exists that would allow for this form of development regulation to be implemented through a Type B amendment. Also of note is that agriculture will still be allowed in all urban zones where it is currently listed as an allowed use, and no part of this proposed development regulation would prohibit an interested party from utilizing a temporary farm stand, home enterprise, or applying for a conditional use permit.

Staff Recommendation

Staff recommends the adoption of specific development regulations related to agricultural accessory uses as provided in the attached draft ordinance.

Appendix A

Existing Policies and Regulations for Agricultural Accessory Uses Clallam County Code and the Revised Code of Washington

Clallam County Comprehensive Plan, Title 31, CCC

CCC 31.01.200 Growth Management Goals

(8) *Natural Resource Industries.* Maintain and enhance natural resource-based industries, including productive timber, agricultural, mineral extraction, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands and discourage incompatible uses.

CCC 31.02.110 Resource Land Issues

A goal of the Growth Management Act of 1990 is to "Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries...[and] Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses." The Act requires local governments to classify and designate agricultural, forest and mineral resource lands and to adopt interim development regulations to assure their conservation. This chapter supports County-wide efforts to maintain, enhance, and to conserve resource lands, and to discourage incompatible uses adjacent to resource lands, particularly forest and mineral lands.

CCC 31.02.115 Agricultural Resource Land Inventory and Issues

(5)(b) *Agritourism.* Clallam County's lavender industry is another example of the market niches farmers can identify and develop to make their farms profitable and sustainable. Our lavender farmers produce a wide array of value-added lavender products and have developed an agritourism industry to complement the sales of lavender products by selling the experience of visiting lavender farms and the region through festivals, farm tours, and other events. Other types of farming can also benefit by cultivating tourists on the farm such as U-pick berry farms and corn mazes that are popular with locals as well as tourists, farm stays in which visitors pay to work on farms, and farm educational events. Agritourism also benefits other local businesses such as lodging and food service, thus multiplying its economic impact.

(6) *Changes in Local Agricultural Industry.* For farming to survive and thrive in Clallam County, how we view agriculture and how we develop local land use policies and implement development regulations needs to be continuously evaluated and updated. In the past our county policies have been driven by a view of agriculture as largely a producer of farm commodities such as milk, beef cattle, barley, hay, potatoes, or apples. These commodities were either processed locally or shipped out of the County as raw commodities. Clallam County can no longer compete in most of these markets. For

farmers to succeed here they need to be innovative and entrepreneurial and to find markets that are not satisfied by the industrial agricultural and food industry. Products such as organic baby salad greens, gourmet lavender barbecue sauce, or farmstead gouda cheese are the high-value, niche products that many small farmers are turning to in order to make a profit.

This will require enhanced capacity to perform local processing and increased efforts to effectively brand and market Clallam County farm products. These and other new agricultural opportunities can continue and expand in the County if supported by local land use policies and regulations that allow farm entrepreneurs to explore and exploit these types of farming niches. There are a few large, commercial farms left in Clallam County that have adapted to changing economic conditions, but the future of agriculture in Clallam County will largely be determined by operators who produce high-value, unique products, and agricultural services on relatively small farms.

The need to redefine and broaden what we mean by the term "farm," and in so doing develop policies and programs that support this new vision of agriculture, exists in many places, not just in Clallam County. The Washington State Legislature passed legislation in 2004, which was amended in 2006, that essentially redefined what agriculture is; including references to "agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities" (RCW [36.70A.177](#)). The State of Washington now recognizes that the needs of many farmers are much broader than in the past, and that small, innovative, entrepreneurial farmers require the ability to sell everything from high-dollar, value-added products to farm experiences on agritourism-oriented farms.

CCC 31.02.120 Agricultural Resource Land Goals.

- (1) Clallam County shall work to promote a strong, economically viable and ecologically responsible agricultural economy.
- (2) Clallam County should provide incentives to encourage continued agriculture operations by providing property tax incentives, education and technical assistance, and the permitting of compatible on-farm enterprises subject to applicable performance standards.

CCC 31.03.220 Agricultural Land – Inventory and Analysis

(2) *Definition.* The Growth Management Act defines "agricultural land" as land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW [84.33.100](#) through [84.33.140](#), finfish in upland hatcheries, or livestock, and that has long-term commercial significance for agricultural production.

The Growth Management Act defines "long-term commercial significance" to include the growing capacity, productivity, and soil composition of the land for sustained commercial

production, in consideration of the land's proximity to population areas, and the possibility of more intense uses of the land.

(3)(b)(ii) The raising of crops and livestock and associated agricultural activities shall be the principal land use within areas designated as agricultural. Agricultural land uses on the portion of a parcel set aside for agriculture would include, but not be limited to, a farm residence, farm buildings, and direct marketing farm stands, home enterprises and home-based industries. These uses shall not disrupt agricultural land use within the district.

Clallam County Zoning Code, Title 33, CCC

CCC 33.03.010 Definitions

(4) "Accessory use or improvement" means a use or improvement which is necessary for the full use and enjoyment of the main use of the property, is typically associated with the main use, and is subordinate to or incidental to the main use of a parcel and which includes the utilities necessary to serve the accessory use. Accessory uses and improvements are allowed in all zoning districts.

(7) "Agriculture" means improvements and activities associated with the raising and harvesting of crops and livestock. "Agriculture" includes ancillary activities, including equipment storage and repair, seasonal employee housing, and temporary on-site retail stands for the sale of agricultural goods.

CCC 33.05.010 Land Use Zones

Unclassified uses may be allowed through the issuance of a conditional use permit.

CCC 33.07.010 Agricultural Retention (AR)

The purpose of the Agricultural Retention zone is to maintain and enhance the agricultural resource industry of Clallam County through conservation of productive agricultural lands and discouragement of incompatible land uses within the agricultural retention zone.

(1) *Permitted Uses.* The following uses are permitted in an Agricultural Retention zone:

- Agricultural activities
- Home enterprises

(1) *Conditional Uses.* The following uses are in an Agricultural Retention zone subject to the procedures and requirements of Chapter 33.27, CCC:

- Bed and breakfast inn facilities which do not interfere with the agricultural use of the adjacent land.
- Home-based industries not interfering with agricultural use

(8) *Agricultural Land Reservation Conditional Uses*. The following conditional uses are permitted in an agricultural land reservation of a parcel in an Agricultural Retention zone pursuant to the procedures and requirements of Chapter [33.27](#) CCC:

- Home-based industry
- Outdoor-oriented recreation facilities designed to be compatible with the agricultural use of the land.

CCC 31.04.200 Agricultural Land – Inventory and Analysis

(3) *Resource Base*. The Port Angeles planning area contains no land which qualifies as agricultural resource land of long-term commercial significance. This finding is based on the fact that agricultural lands in this region are primarily utilized as pasture for animal raising and very few of these operations are commercially viable. The region does, however, contain several large farms which have significant impact on the rural character and aesthetics of the region. These properties should be targeted for transfer or purchase of development rights programs. The Port Angeles watershed characterization report identified eighty-five (85) farms exceeding twenty (20) acres in size covering nearly 2,000 acres. Policies should encourage the conservation of land put to productive use.

CCC 33.35.015 Type of Amendments

(2) Type B revisions to the development standards or other provisions of this title that do not require a change to the comprehensive plan, including the official comprehensive plan and zoning map, shall be considered a Type B amendment. Type B amendments include correcting errors, clarifying, or revising development standards, and adopting new development standards that are consistent with and implement the comprehensive plan. Type B amendments may be initiated at any time and only by the Board of Clallam County Commissioners, Clallam County Planning Commission, or the Administrator.

Revised Code of Washington

RCW 36.70A.030 Definitions

(6) "Agricultural land" means land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by *RCW [84.33.100](#) through [84.33.140](#), finfish in upland hatcheries, or livestock, and that has long-term commercial significance for agricultural production.

(23) "Long-term commercial significance" includes the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of the land.

RCW 36.70A.177 Agricultural lands—Innovative zoning techniques—Accessory uses.

- (1) A county or a city may use a variety of innovative zoning techniques in areas designated as agricultural lands of long-term commercial significance under RCW 36.70A.170. The innovative zoning techniques should be designed to conserve agricultural lands and encourage the agricultural economy. Except as provided in subsection (3) of this section, a county or city should encourage nonagricultural uses to be limited to lands with poor soils or otherwise not suitable for agricultural purposes.
- (2) Innovative zoning techniques a county or city may consider include, but are not limited to:
- (a) Agricultural zoning, which limits the density of development and restricts or prohibits nonfarm uses of agricultural land and may allow accessory uses, including nonagricultural accessory uses and activities, that support, promote, or sustain agricultural operations and production, as provided in subsection (3) of this section;
 - (b) Cluster zoning, which allows new development on one portion of the land, leaving the remainder in agricultural or open space uses;
 - (c) Large lot zoning, which establishes as a minimum lot size the amount of land necessary to achieve a successful farming practice;
 - (d) Quarter/quarter zoning, which permits one residential dwelling on a one-acre minimum lot for each one-sixteenth of a section of land; and
 - (e) Sliding scale zoning, which allows the number of lots for single-family residential purposes with a minimum lot size of one acre to increase inversely as the size of the total acreage increases.
- (3) Accessory uses allowed under subsection (2)(a) of this section shall comply with the following:
- (a) Accessory uses shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the property and neighboring properties, and shall comply with the requirements of this chapter;
 - (b) Accessory uses may include:
 - (i) Agricultural accessory uses and activities, including but not limited to the storage, distribution, and marketing of regional agricultural products from one or more producers, agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities; and
 - (ii) Nonagricultural accessory uses and activities as long as they are consistent with the size, scale, and intensity of the existing agricultural use of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including new buildings, parking, or supportive uses, shall not be located outside the general area already developed for buildings and residential uses and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses; and

(c) Counties and cities have the authority to limit or exclude accessory uses otherwise authorized in this subsection (3) in areas designated as agricultural lands of long-term commercial significance.

(4) This section shall not be interpreted to limit agricultural production on designated agricultural lands.

**State Environmental Policy Act (SEPA) WAC 197-11
DETERMINATION OF NON-SIGNIFICANCE (DNS)**

Applicant: Clallam County
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles, WA 98362-3000

Representative: Clallam County
Department of Community Development
Holden A. Fleming, Chief Deputy Director
223 East 4th Street, Suite 5
Port Angeles, WA 98362-3000

Project Number: Development Regulation Adoption (Agricultural Accessory Uses)

Proposed Amendment to Clallam County Zoning Ordinance: The proposed action is to create prescriptive standards to enable the following types of agricultural accessory activities to take place within the rural and resource zones of Clallam County when and where permitted agricultural activities are taking place.

- (1) Temporary onsite retail stands
- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations.
- (7) Work stays
- (8) Other farm dependent accessory activities

Location of proposal: Clallam County

Lead Agency: Clallam County is the lead agency for this non-project proposal and has determined that this proposal is not categorically exempt from SEPA. Clallam County, as the lead agency has also determined that the non-project proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2) (c). This decision was made after reviewing a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request at the office of the Responsible Official as listed herein.

This Determination of Non-Significance (DNS) is issued under WAC 197-11-355. Comments must be submitted by May 3, 2024.

Staff Contact:

Holden A. Fleming, Chief Deputy Director, (360) 565-2616

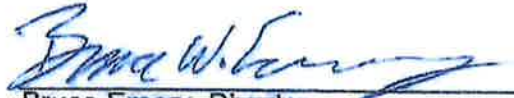
Responsible Official:

Bruce Emery, Director
Department of Community Development
223 E. 4th Street, Suite 5, Port Angeles, WA 98362

Issuance Date:

April 19, 2024

Signature:



Bruce Emery, Director
Clallam County Department of
Community Development

This may be the only opportunity to comment on the environmental impacts of the proposal. Unless the Responsible Official withdraws the threshold determination pursuant to WAC 197-11-340(3) (a), the threshold determination shall be final at the end of the comment period. Agencies and interested parties will be notified if the threshold determination is withdrawn. Within 14 days of the Clallam County Board of Commissioners decision on the underlying Comprehensive Plan Amendment/Rezone, the permit decision and the final threshold determination may be appealed to the Superior Court. Contact the Planning Division for SEPA appeal procedures.

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements -that do not contribute meaningfully to the analysis of the proposal.

COUNTY RESPONSES IN BLUE.

A. Background

1. Name of proposed project, if applicable: Clallam County Adoption of Prescriptive Standards for Agricultural Accessory Uses in Rural & Resource Zones.
2. Name of applicant: Clallam County Department of Community Development (DCD)
3. Address and phone number of applicant and contact person:
Clallam County DCD
223 E. 4th Street, Suite 5
Port Angeles, WA 98368
(360) 565-2616
Greg Ballard, Project Planner
4. Date checklist prepared: April 17, 2024
5. Agency requesting checklist: Clallam County DCD is the lead agency for this proposal.
6. Proposed timing or schedule (including phasing, if applicable): This proposal has been scheduled for a Public Hearing before the Planning Commission (PC) on May 15, 2024. The PC will make a recommendation to the Clallam County Board of County Commissioners (BOCC). The BOCC will hold an open public hearing prior to its adoption of the proposed amendments to Development Regulations pertaining to agricultural accessory uses.
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Any future updates would take place after the required periodic update of Clallam County's Comprehensive Plan scheduled to be completed prior to December 2025.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
 - a. Final Environmental Impact Statement (FEIS) for the adoption of the Clallam County Comprehensive Plan and Regional Comprehensive Plans.
 - b. Consolidate Development Permit Process (Title 26.10) Adopted by Ordinance 632 and amendments.
 - c. Zoning Ordinance (Title 33) adopted by Ordinance 581 on December 19, 1995 and amendments.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No
10. List any government approvals or permits that will be needed for your proposal, if known. Proposed amendments to the Development Regulations will be filed with the WA State Department of Commerce as a part of the 60 Day Notice To Commerce.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This is a Non-Project Action for modifying Development Regulations pertaining to accessory activities associated with permitted agricultural activities in rural & resource zones in Clallam County.

This Non-Project Action specifically seeks to create prescriptive standards for the following agricultural accessory uses.:

(1) Temporary onsite retail stands

(2) Onsite agricultural retail stores

(3) Onsite commercial greenhouse or nursery

(4) Farmers' Markets

(5) U-pick sales to the public

(6) Tours of the agricultural operations.

(7) Work stays

(8) Other farm dependent accessory activities

A copy of the proposed modifications are attached.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. This proposal would apply throughout Clallam County in all rural and resource zones.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site: This Non-Project Action would apply to all terrains and soil types in rural and resource zones where agricultural activities are permitted.

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other All

- b. What is the steepest slope on the site (approximate percent slope)? 0 to 100%
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. All Soil Types
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. N/A to non-project action
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A to non-project action
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Erosion could occur from activities regulated under this proposed amendment to the Development Regulations. The County's Critical Areas Ordinance (Ch. 27.12 CCC) would be in effect anywhere the site contains critical areas.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A to non-project action
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: N/A to Non-Project Action.

2. Air

- i. a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known: N/A to non-project action
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Emission are from land uses in the county, cities, & tribes. This should not affect agricultural accessory uses regulated under this proposal.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A to non-project action

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Yes there are AHCA & Wetlands located throughout the county that could be located within 200 feet of existing agricultural activities and by extension the accessory activities that would be regulated through this amendment.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Yes however no specifics are available for this non-project action.
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected.
Indicate the source of fill material. N/A to this non-project action.
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. No.
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. Yes some lands associated with agricultural activities are located within the 100 year floodplain.
- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. N/A to non-project action.
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. There is potential for sewage to be generated from the activities regulated through this amendment. Any sewage generated would be addressed utilizing existing county permits & policies.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A to non-project action.

2) Could waste materials enter ground or surface waters? If so, generally describe. N/A to non-project action.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. N/A to non-project action.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: N/A to non-project action.

4. Plants

a. Check the types of vegetation found on the site: All types for this non-project action.

☐ deciduous tree: alder, maple, aspen, other

☐ evergreen tree: fir, cedar, pine, other

☐ shrubs

☐ grass

☐ pasture

☐ crop or grain

☐ Orchards, vineyards or other permanent crops.

☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

☐ water plants: water lily, eelgrass, milfoil, other

☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered? All vegetation type could be altered or removed by agricultural accessory activities.

c. List threatened and endangered species known to be on or near the site. There may be all ESA listed plants that exist in Clallam County located within this non-project action.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: There are landscaping requirements associated with this amendment which would require naturally vegetated buffers, in line with existing county policies, in certain circumstances.

e. List all noxious weeds and invasive species known to be on or near the site. There may be all noxious weed and invasive species located in Clallam County within this non-project action.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. There may be all animals that exist in Clallam County located within this non-project action.

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. There may be all ESA listed wildlife (i.e. animals, fish, birds, reptiles, amphibians, etc.) that exist in Clallam County located within this non-project action.

c. Is the site part of a migration route? If so, explain. Rural & resource Zones in Clallam County may be located in a migration route.

d. Proposed measures to preserve or enhance wildlife, if any: N/A to non-project action.

e. List any invasive animal species known to be on or near the site. There may be all invasive animal species located within Clallam County in this non-project action.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. All energy types may be utilized for agricultural accessory uses regulated by this proposed amendment.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. This proposal would not impact solar energy being used on adjacent properties.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: N/A for this non-project action.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. N/A to non-project action.

1) Describe any known or possible contamination at the site from present or past uses. N/A for this non-project action.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas

transmission pipelines located within the project area and in the vicinity. N/A for this non-project action.

Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. N/A to non-project action.

3) Describe special emergency services that might be required. N/A for this non-project action.

Proposed measures to reduce or control environmental health hazards, if any: N/A to non-project action.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? All noises associated with permitted and conditional permitted activities in rural & resource zones in Clallam County

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?
Indicate what hours noise would come from the site. Noise generated from this amendment would be consistent with noises generated by small crowds and or vehicle traffic generated by the proposed agricultural accessory uses.

3) Proposed measures to reduce or control noise impacts, if any: Prescriptive standards have been developed to limit hours of operation and or locations of accessory activities. To reduce or limit noise impacts to those associated with the underlying allowed use.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. This proposal is limited to resource and rural zones where existing agricultural activities are taking place. This proposal should not impact the adjacent land use more than existing conditions. All agricultural accessory activities will be required to meet prescriptive standards specific to the type of use being proposed.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? This proposal is reliant on existing and ongoing agricultural activities and will help to limit the conversion of farmland or resource lands to other incompatible uses.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: See above & N/A for this non-project action.
- c. Describe any structures on the site. N/A for this non-project action.
- d. Will any structures be demolished? If so, what? N/A for this non-project action.
- e. What is the current zoning classification of the site? Rural & Resource Zones.
- f. What is the current comprehensive plan designation of the site? Agricultural accessory activities may occur within any comprehensive plan designation in Clallam County. New MRL and MRL0D are not permitted within UGA.
- g. If applicable, what is the current shoreline master program designation of the site? Agricultural accessory activities would be subject to the Clallam County Shoreline Master Program in effect when the activity is proposed.
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. Many areas within Clallam County have been designated as critical areas. Said critical areas are regulated through CCC 27.12. Any agricultural accessory activity would be required to meet the requirements of CCC 27.12.
- i. Approximately how many people would reside or work in the completed project? N/A to this non-project action.
- j. Approximately how many people would the completed project displace? None.
- k. Proposed measures to avoid or reduce displacement impacts, if any: N/A to this non-project action.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: As a "type B" amendment, this project is intended to align development regulations with the comprehensive plan.
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: See Section 8(b) above.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. N/A to this non-project action.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. N/A to this non-project action.

c. Proposed measures to reduce or control housing impacts, if any: N/A to this non-project action.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A to this non-project action.

b. What views in the immediate vicinity would be altered or obstructed? N/A to this non-project action.

Proposed measures to reduce or control aesthetic impacts, if any: The proposed development regulations have limited landscaping requirements.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? As an accessory use, any light or glare produced would be associated with the primary agricultural use on the property.

b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A to this non-project action.

c. What existing off-site sources of light or glare may affect your proposal? Light and glare from the adjacent variety of land uses found in rural and resource zones.

d. Proposed measures to reduce or control light and glare impacts, if any: The proposed development regulations incorporate hours of operation requirements that would reduce or help control any light or glare being produced. Existing County regulations related to light and glare would also apply.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? All designated and informal recreation opportunities may exist within rural and resource zones in Clallam County.

b. Would the proposed project displace any existing recreational uses? If so, describe. This non-project action should not displace any existing recreation uses.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A to this non-project action.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. There may be historic structures or sites located within the rural and resource zones of Clallam County.
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. There are likely landmarks, features, or other evidence of Indian or historic use or occupation found in the rural and resource zones of Clallam County. This non-project action should not impact historic and cultural preservation.
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. This non-project action should not increase the impacts cultural and historic resources over the existing regulations.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. See Above

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. There are highways, county, and private roads located within the rural and resource zones of Clallam County. As a development regulation limited in applicability to a specific type of accessory use, this non-project action should not change how existing transportation system are utilized.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? N/A to this non-project action.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A for this non-project action.
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). This non-project action should not require any new or improvements to the existing transportation system.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. This non-project action should not require any new or improvements to the existing transportation system.
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? N/A for this non-project action.
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. This non-project action should not impact the movement of resources uses, which include mineral resources, agricultural, or forestry products.
- h. Proposed measures to reduce or control transportation impacts, if any: As a development regulation targeting accessory use, transportation impacts would be limited primarily by the underlying allowed agricultural use of the zone.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. This non-project action should not result in a need for increased public services.
- b. Proposed measures to reduce or control direct impacts on public services, if any. None required for this non-project action.

16. Utilities

- a. Circle utilities currently available at the site: All of these utilities may be available for this non-project action that applies throughout Clallam County within rural & resource zones.
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Not applicable to this non-project action.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Holden A. Fleming

Name of signee: Holden A. Fleming

Position and Agency/Organization Clallam County Chief Deputy Director, DCD

Date Submitted: 4/17/2024

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or faster rate than if the proposal was not implemented. Respond briefly and in general terms. The questions on this attachment have been summarized as "topics of concern" for purposes of the chart found below.

Topic of concern	County response
Discharges to Water	See §B.3 above at pages
Emissions to Air	See §B.2 above at page
Production, storage or release of toxic or hazardous substances	See §B.7 above at pages
Noise	See §B.7b above
Plants	See §B.4 above
Animals	See §B.5 above
Fish or marine life	See response to "Animals" immediately above.
Impact, if any, on protecting or conserving energy or natural resources	This non-project action is not intended to conserve/protect energy resources.
Impacts to environmentally sensitive areas such as parks, wilderness	See all of Section B.
Impacts to existing land use and shoreline use patterns	See §B.8 above
Demands on transportation	See §B.14 above

Infrastructure	
Possible conflicts with federal, state and local rules enacted for the protection of the environment	See all of Section B.

END OF DOCUMENT



AGENDA ITEM SUMMARY

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

JUN 03 2024

Department: DCD

WORK SESSION ☒ Meeting Date: June 3, 2024

REGULAR AGENDA ☒ Meeting Date: June 11, 2024

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.24.013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Motion to Authorize Application |

Documents exempt from public disclosure attached: ☐

Executive summary: In October of 2023, Clallam County applied for a Washington State Department of Commerce Climate Planning Grant to assist the county in updating its hazard mitigation plan and adopting climate resiliency strategies into its comprehensive plan. As a part of this application, Clallam County highlighted the need for regional collaboration and engagement.

To that point, an Interlocal Agreement Clarifying the roles of Clallam County and its partner jurisdictions was drafted by Clallam County and then considered and approved by the Cities of Forks, Port Angeles, and Sequim. It is now ready for consideration and approval by Clallam County.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ This grant is for \$300,000 and is spread over 2024 & 2025. DCD's budget has anticipated both revenue & expenses associated with this grant.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Review, sign, and distribute the agreement to partner jurisdictions.

County Official signature & print name: Bruce Emery,

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: May 29, 2024

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

Agenda Item Summary Climate Planning Grant Agreement

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

Revised: 3-04-2019

**MULTI-AGENCY INTERLOCAL AGREEMENT FOR HAZARD MITIGATION
AND CLIMATE PLANNING TO SATISFY CERTAIN FEMA AND GMA
PERIODIC UPDATE REQUIREMENTS**

THIS INTERLOCAL AGREEMENT (“ILA”) is made and entered into among the City of Forks, the City of Port Angeles, and the City of Sequim (hereinafter referred to as the “Cities”) and Clallam County (the Cities and Clallam County are collectively referred to herein as the “Parties”), all of which are governmental entities duly organized and operated under and through the laws of the State of Washington.

WHEREAS, public agencies are authorized by RCW Chapter 39.34 to enter into ILAs to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources, and

WHEREAS, the Parties currently have a multi-jurisdictional hazard mitigation plan which expires January 28, 2025, and the Parties wish to create and administer a regional multi-district hazard mitigation plan update (the “Hazard Plan Update”) for the benefit of said jurisdictions and in compliance with all of the planning requirements set forth by FEMA in 44 CFR Parts 201 and 206 and further articulated in FEMA’s newly released Local Mitigation Planning Policy Guide (effective April 19, 2023), including assessing how climate changes will alter the jurisdictions’ vulnerabilities to future hazard events, and

WHEREAS, the Parties understand they must each formally adopt the Hazard Plan Update in order to meet state and federal requirements and be eligible to apply for certain federal hazard mitigation grant funding, and

WHEREAS, each of the Parties are also required under the HB 1181 (Chapter 228, 2023 Laws) to plan for climate change and resiliency by adopting a resiliency sub-element to each jurisdictions comprehensive planning under RCW 36.70A.040, and

WHEREAS, the Washington State Commerce Department (“Commerce”) has indicated in its Climate Element Planning Guidance (December 2023) that “[a] natural hazard mitigation plan that is in substantial conformance with the guidance could be adopted, by reference, to satisfy the resilience sub-element requirements” under HB 1181, and

WHEREAS, Commerce has offered to provide certain grant funding to local governments in Washington State subject to HB 1181 for activities related to implementing climate change planning and the Parties wish to apply for such grant funding (the “Commerce Grant Monies”) and pool certain of that grant funding to perform the hazard mitigation planning and the climate resilience sub-element planning required under state and federal laws, regulations and guidance, and to use any remaining pooled Commerce Grant Monies pursuant to the terms of this ILA to perform future scoping implementation activities permitted under HB 1181.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants stated herein and the performance to be rendered hereunder, the Parties agree as follows:

1. PURPOSE: The purpose of this ILA is to provide a framework for mutual cooperation of the Parties so as to accomplish the following objectives in a coordinated and economically efficient manner: (1) creation of a Hazard Plan Update that meets FEMA requirements and can be utilized to satisfy the climate resilience sub-element in substantial conformance with Commerce guidance; (2) applying for Commerce grant funding available to the Parties, agreeing to the pooling of certain of these Commerce Grant Monies and specifying how such pooled funds shall be utilized; and (3) setting forth the Parties responsibilities and the deliverables in connection with this ILA.

2. INTERAGENCY COOPERATION: The Parties to this ILA agree that Clallam County shall act as the lead agency for purposes of administering the planning, implementation, and completion of the Hazard Plan Update for the benefit of all Parties hereto. The Cities authorize Clallam County to manage and facilitate the planning process in accordance with the Work Program, herein attached and incorporated in its entirety as Exhibit A. All Parties agree that time is of the essence with regard to the purposes of this ILA. Each of the Parties to this ILA shall participate and provide prompt response to appropriate information requests made to implement the Work Program, so that the Hazard Plan Update can be developed in a timely manner and the Parties can coordinate on the climate measures and climate policies sought to be adopted by each Parties comprehensive planning under the resilience sub-element.

3. SPECIFIC RESPONSIBILITIES OF THE COUNTY: The County agrees to:

A. Designate a Project Lead employed by Clallam County who shall be responsible for establishing a Hazard Mitigation Climate Resiliency Committee (the "HMCR") and act as the Chair of the HMCR. The HMCR shall act as the Steering Committee to guide the overall planning process. The HMCR shall be comprised of the Chair, a designated representative from each of the Cities and representatives invited by the Chair from other agencies, Tribes, businesses, non-profits, school districts, and fire districts. The Chair shall be responsible for setting the meeting schedule and will attend each scheduled meeting. There shall be minutes created for each HMCR meeting.

B. Apply for the Commerce Grant Monies on behalf of the County and the City of Forks, which grant application request was made to Commerce on October 31, 2023. Clallam County understands that the City of Sequim and the City of Port Angeles have each made a separate grant application request to Commerce for the Commerce Grant Monies. Clallam County will inform Commerce through its grant application request that the Cities and the County intend to pool certain of the Commerce Grant Monies that each of the Parties expect to be allocated from Commerce to be utilized under this ILA. From the Commerce Grant Monies, the Parties agree to contribute the following: Clallam County (\$300,000), City of Forks (\$100,000), City of Port Angeles (\$60,000), City of Sequim (\$ 24,200), hereinafter the "Pooled Commerce Grant Monies."

No Party shall be obligated to provide any additional monies beyond the amount stated in this paragraph 3.B.

C. Hire a qualified Hazard Mitigation/Climate Planning consultant or consultant team (hereinafter, the “Consultant”) through an RFP process and a written contract and make payments to the Consultant for services rendered utilizing the Commerce Grant Monies consistent with the budget amounts provided for in Exhibit B.

D. Have the Project Lead and other Clallam County staff as needed manage the Hazard Plan Update planning process, the required Climate planning under the resilience sub-element utilizing Commerce guidance and manage the work to be performed by the Consultant so as to provide the Deliverables described in Section 7 herein.

4. SPECIFIC RESPONSIBILITIES OF THE CITIES: Each of the Cities:

A. Authorizes Clallam County to submit this executed ILA to Commerce as part of the Commerce grant application process.

B. Agree to the pooling of its Commerce Grant Monies in the amount specified in Section 3.B. above for the purpose of being used to disburse payments in the manner set forth in Section 8 of this ILA.

C. Attests that the Pooled Commerce Grant Monies will be used to prepare and adopt amendments to implement the requirements of HB 1181 related to climate planning and further attests that the City understands that the GMA requires it to adopt goals and policies related to climate change and that these goals and policies will be considered and adopted as part of its scheduled periodic review update to its comprehensive plan deadline.

D. Will designate a senior staff representative to serve on the HMCR who will be responsible for attending the HMCR meetings regularly and conveying information to its governing council/Mayor/City Manager and bring back their statements and opinions to the HMCR.

E. To the extent workload and staffing levels permit, will provide sufficient staff to support the planning activities under this ILA, including public outreach efforts, distribution of news releases, public hearing notices, meetings with Clallam County planning staff and the Consultant and providing comments to the draft Hazard Plan Update.

5. PLANNING PROCESS: The planning process in the creation of the Hazard Plan Update shall be conducted in accordance with the planning requirements set forth by FEMA in 44 CFR Parts 201 and 206, the guidance provided under FEMA’s Local Mitigation Planning Policy Guide (effective April 19, 2023) and the FEMA Region 10

Crosswalk entitled “FEMA’s Hazard Mitigation Plan x Washington Department of Commerce’s Climate Element Planning Guidance” and that the work regarding the satisfaction of the climate resilience sub-element under HB 1181 will be conducted in accordance with Commerce’s most recent published climate element planning guidance, including Commerce’s guidance entitled “Best Practices for Integrating Climate into Hazard Mitigation Plan.”

6. PLAN CONTENT: The Hazard Plan Update to be developed shall include, at a minimum, the following:

- Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
- A vulnerability risk assessment that provides a factual basis for activities proposed in the strategy to reduce losses from identified hazards.
- A mitigation strategy that provides the Parties’ blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve the existing tools.
- A plan maintenance process consistent with FEMA’s planning requirements.
- Documentation that the plan has been formally adopted by the governing bodies of the Parties to this ILA.

7. DELIVERABLES: The following deliverables will be created in connection with this ILA: (1) each of the Cities and Clallam County will receive a draft Hazard Plan Update prepared by the Consultant and created to meet FEMA’s planning requirements. The Hazard Plan update delivered will follow Commerce’s most recent published climate element planning guidance entitled “Best Practices for Integrating Climate into Hazard Mitigation Plan” and the FEMA Region 10 Crosswalk entitled “FEMA’s Hazard Mitigation Plan x Washington Department of Commerce’s Climate Element Planning Guidance” created at Commerce’s request and focused upon the “overlap between elements in FEMA’s Update Planning Policy Guidance (released in April 2022) and Commerce’s climate element planning guidance to develop and implement plans and policies that foster climate resilience and equity” as required under HB 1181; (2) the Consultant in collaboration with the Parties will have conducted a public outreach sufficient to elicit public comment on the Hazard Plan Update during the drafting stage and prior to plan approval; (3) each of the Cities and Clallam County will have had the ability to work with the Consultant and collaboratively among the Parties to develop comprehensive planning goals and policies to create a climate action plan with respect to each agency to the extent required to satisfy the resilience sub-element under HB 1181 and consistent with Commerce’s most recent published climate element planning guidance; and (4) Clallam County will submit the Hazard Plan Update of all the Parties for approval to the State Hazard Mitigation Officer for initial review and to the appropriate FEMA regional office for review and approval. The County and Cities will each be responsible for the incorporation of these deliverables into each of their overall

comprehensive plan by June 30, 2025 and adhere to all notice requirements set forth by RCW 36.70A.106 concerning notice of intent to adopt a comprehensive plan and development regulation amendments.

8. PAYMENTS FROM POOLED COMMERCE GRANT MONIES: Clallam County will act to disburse payments from the Pooled Commerce Grant Monies to the Consultant and to the County for work performed and costs accrued consistent with the terms of this ILA and within the limitations provided under the budget amounts in Exhibit B. The Pooled Commerce Grant Monies shall be the sole source for making payments under this ILA. Consultant invoices shall provide a detailed description of the work performed along with the date, the amount of time and the charges including any expenses. Consultant invoices shall be due by the 15th of the month. Payments from the Pooled Commerce Grant Monies shall be made by Clallam County within 30 days of receipt of the invoice.

8. LIABILITY: It is the intent of each of the Parties to this ILA to be responsible for the acts, errors, and/or omissions of their respective officers, officials, employees, agents and volunteers concerning any acts or activities under this ILA. To the extent permitted by law, each Party to this ILA shall defend, indemnify, and hold harmless, the other Parties from and against all claims, suits, causes of actions, judgments, or costs/damages of any nature (including cost of defense and attorney fees) that arise from any intentional or negligent act or omission of the indemnifying party's officers, employees, agents, while performing any acts or activities authorized by this ILA.

The provisions of this section survive expiration or termination of this ILA.

Nothing herein is to be interpreted to limit the ability of an individual or agency to exercise any right, defense, or remedy that any Party may have with respect to third parties or the individual(s) whose action or inaction gave rise to loss, claim, or liability, including but not limited to an assertion that the individual was acting beyond the scope of their employment.

Nothing herein is to be interpreted to cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for damages against any individual or agency outside the scope of employment. Payment of damage awards, fines, or sanctions will be the sole responsibility of the individual against whom said judgment is rendered and/or their municipal employer, should that employer elect to make said payment voluntarily.

9. EXECUTION: This ILA may be executed in any number of counterparts, each of which is deemed to be an original as against any Party whose signature appears thereon, and all of which together constitute one and the same instrument. This ILA becomes binding when one or more counterparts, individually or taken together, bears the signature of all of the Parties reflected as signatories.

10. FILING: As provided by RCW 39.34.040, prior to its entry in force this ILA must be filed on each of the Parties' websites.

11. AMENDMENTS AND ADDED PARTIES: This ILA may only be amended by written agreement of all the undersigned agencies. Additional municipal agencies may be considered for inclusion upon written request, provided that all Parties agree and the agency receives authorization from its legislative body.

12. SEVERABILITY: If any section of this ILA is adjudicated to be invalid, such action does not affect the validity of any section not so adjudged.

13. TERM AND TERMINATION; WITHDRAWAL OF A PARTY; SURVIVABILITY OF PROVISIONS: The term of this ILA shall be from the Effective Date until June 30, 2025. If the amounts of the Commerce Grant Monies received by the Parties are less than the amounts shown in Section 3.B, this ILA will terminate immediately.

If Pooled Commerce Grant Monies are remaining after the Deliverables specified under Section 7 herein have occurred, the County will inform Commerce and the other Parties and seek to use the remaining Pooled Commerce Grant Monies to perform hazard mitigation scoping projects under a renegotiated ILA with all of the Parties.

A Party may withdraw from the ILA at any time by providing the other Parties with 60 calendar days' prior written notice. Termination or withdrawal pursuant to this section relieves a Party of all further obligations under this ILA except that any liability resulting from any act or omission which occurred during the term will survive the expiration or other termination. Termination or withdrawal of a Party will not entitle the Party to the return of any of the Pooled Commerce Grant Monies.

14. NOTICE: All notices required under this ILA must be given by regular United States mail and are complete three days after the date mailed when addressed to the Parties at the Service Addresses shown on their respective signature blocks below, or such other addresses as may be provided in writing in the future.

This provision is not intended to apply to informal communications, which are commonly conducted by email.

15. LEAD POINTS OF CONTACT: The lead points of contact for each of the Parties is: for Clallam County: DCD Chief Deputy Director Holden Fleming; for the City of Forks: Rod Fleck, Attorney/Planner; for the City of Port Angeles: William Habel, Natural Resources/Grant Administrator for the City of Sequim: Charisse Deschenes, Deputy City Manager/Director of Community & Economic Development

16. MISCELLANEOUS PROVISIONS:

A. Construction: In the event of a dispute among the Parties as to the meaning of terms, phrases, or specific provisions of this ILA, the ILA's authorship will not be cause for the term, phrase, or provision to be construed for or against any Party.

B. Administration: This ILA will be collectively administered by all Parties and does not create any separate legal or administrative entity. However, nothing in this ILA is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during a review of this ILA. Further, the Parties understand and agree that there will be communication between the Parties to effectuate the terms of this ILA.

C. Insurance: Each Party must obtain and keep in force during the full term of this ILA sufficient types and amounts of insurance coverage as recommended by their respective municipal risk pools or other insurance providers. Each Party must provide evidence of coverage to the other Parties upon request.

D. Applicable Law and Venue: This ILA will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Clallam County in any court with jurisdiction. In the event disputes over the terms of this ILA reasonably necessitate the procurement of legal services, each party is responsible for its own attorney fees and costs. The Parties do not waive the right to a jury trial. The Parties agree to negotiate in good faith before resorting to litigation.

E. Nondiscrimination and Compliance with Laws: The Parties agree not to discriminate against any employee or applicant for employment or any other person in the performance of this ILA because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

The Parties will comply with all federal, state, and local laws and ordinances applicable to the work to be done under this ILA.

Violation of this section is a material breach of the ILA and grounds for cancellation of a request or response thereto, suspension of a Party, or termination of the entire ILA.

F. Waiver: Failure to insist upon strict compliance with any terms, covenants, or conditions of this ILA is not a waiver of such. A waiver by a Party of any term or condition will not be deemed or construed to be a waiver of any other term or condition, nor is the waiver of any breach or default by a Party to be deemed or construed to constitute a waiver of any subsequent breach or default, whether of the same or any other term or condition of this ILA. Any waiver of a breach or default must be done in writing and signed by the authorized representatives of the Parties.

G. Public Records Requests: Each Party is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act or other demand for disclosure.

H. Records Retention and Audit: Clallam County agrees to maintain records of all costs incurred under this ILA in accordance with a work order accounting system as

prescribed and approved by the State Auditor's Office. These records will be kept available for inspection and audit for five years after payment of the requested service.

I. Challenges: Entry into this ILA will not be construed to be a waiver or abandonment of any defense or claim that any of the Parties may have against the other.

J. Survival of Certain Provisions. Any term of this ILA that by reasonable implication contemplates continued performance, rights, or compliance beyond its expiration or termination, survives and continues to be enforceable. Without limiting the generality of this provision, the Parties' obligation to indemnify each other survives for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

K. Independent Capacity. The employees or agents of each Party who are engaged in the performance of this ILA shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of any of the other Parties.

The EFFECTIVE DATE of this Interlocal Agreement is the date of last signature below, or the ____ day of _____, 2024 (whichever occurs first).

PARTY SIGNATURES AND SERVICE ADDRESSES FOLLOW

CLALLAM COUNTY

Executed this ____ day of _____, 2024 by the Board of County Commissioners for Clallam County, Washington.

COMMISSIONER

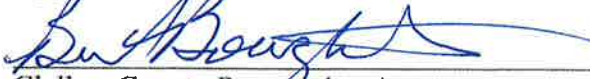
COMMISSIONER

COMMISSIONER

Attest:

Clerk of the Board

Approved as to Form:



Clallam County Prosecuting Attorney

SERVICE ADDRESS:

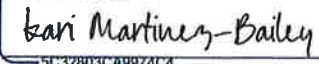
Clallam County Board of County Commissioners
Attn: Clerk of the Board
223 E. 4th Street, Suite 4
Port Angeles WA 98362

CITY OF PORT ANGELES

Executed this 16 day of May, 2024 as authorized by the Port Angeles City Council.

DocuSigned by:

9E6B0A51155E409...
MAYOR

Attest:
DocuSigned by:

5C32803CA9974C4...
City Clerk

Approved as to Form:
DocuSigned by:

E3FC5FBD4113427...
City Attorney

SERVICE ADDRESS:

City of Port Angeles
Attn: City Clerk
321 East 5th Street
Port Angeles WA 98362

CITY OF SEQUIM

Executed this 8th day of April, 2024 as authorized by the Sequim City Council.



Mayor

Attest:



City Clerk

Approved as to Form:



City Attorney

SERVICE ADDRESS:

City of Sequim
Attn: City Clerk
152 West Cedar Street
Sequim WA 98382

CITY OF FORKS

Executed this 12 day of May, 2024 as authorized by the Forks City Council.



MAYOR

Attest:



City Clerk

Approved as to Form:



City Attorney

SERVICE ADDRESS:

City of Forks
Attn: City Clerk
500 East Division Street
Forks WA 98331



13
JUN 03 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.014 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

Research – Prime Age Employment Gap information.
Economic Impact Reports – ADU
Barge Economic Feasibility Analysis
Purchase of IMPLAN Software Subscription
Professional Grant Writing & Technical Services
Technical Services for Capacity Building for Underserved Areas

The Intergovernmental Agreement with Quileute Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

The has already been budgeted with the SFFI grant.

* 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)

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

Staff recommends the approval of the Intergovernmental agreement.

County Official signature & print name: Angi Klahn

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
CLALLAM COUNTY
AND
QUILEUTE TRIBE

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Quileute Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XII. SEVERABILITY

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

XIII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Quileute Tribe

Clallam County

Signature

Date

Signature

Date

Mike French, Chair
Clallam County Commissioners

Name

Approved as to Form:

A handwritten signature in dark ink, appearing to read "Dee Boughton", is written over a horizontal line.

Title

Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



14

AGENDA ITEM SUMMARY

JUN 03 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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

Item summary:

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| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
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Documents exempt from public disclosure attached: ☐

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- Economic Impact Reports – ADU
- Barge Economic Feasibility Analysis
- Purchase of IMPLAN Software Subscription
- Professional Grant Writing & Technical Services
- Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Makah Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

The has already been budgeted with the SFFI grant.

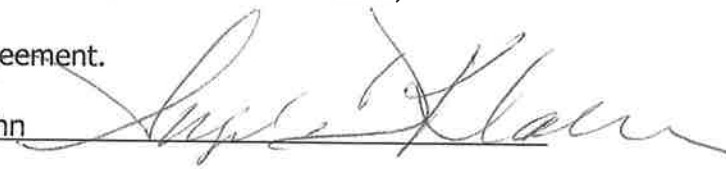
* Work Session Meeting - Submit 1 single sided/not stapled copy

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

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

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

**INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
MAKAH TRIBE**

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Makah Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. 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.

XI. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Makah Tribe

Clallam County

Signature *Date*

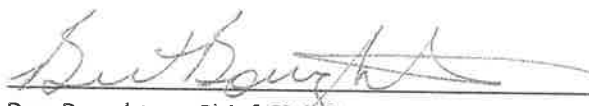
Signature *Date*

Mike French, Chair
Clallam County Commissioners

Timothy J. Greene

Approved as to Form:

Chairman
Makah Tribal Council



Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



15
JUN 03 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.017 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

- Research – Prime Age Employment Gap information.
- Economic Impact Reports – ADU
- Barge Economic Feasibility Analysis
- Purchase of IMPLAN Software Subscription
- Professional Grant Writing & Technical Services
- Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Hoh Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

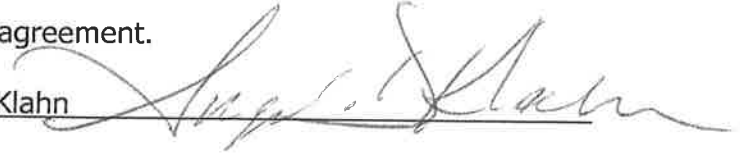
The has already been budgeted with the SFFI grant.

* 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)

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

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

Agenda Item Summary- Hoh ILA 6-3-2024
Revised: 3-04-2019

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

INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
HOH INDIAN TRIBE

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Hoh Indian Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). County, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall have ownership of all documents, including records, programs, data, memos, and other materials, created or developed under this Agreement. The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XII. RIGHTS OF THIRD PARTIES

This Agreement is solely for the benefit of the Parties and confers no rights or benefits on any third person, party, or other entity.

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Hoh Indian Tribe

Clallam County

Signature *Date*

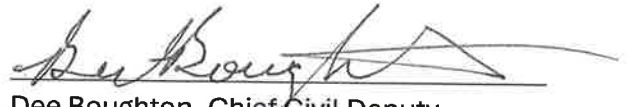
Signature *Date*

Mike French, Chair
Clallam County Commissioners

Name

Approved as to Form:

Title


Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office

Approved as to Form:

Katie Gargan, Tribal Attorney
Hoh Indian Tribe



16
JUN 03 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

Research – Prime Age Employment Gap information.
Economic Impact Reports – ADU
Barge Economic Feasibility Analysis
Purchase of IMPLAN Software Subscription
Professional Grant Writing & Technical Services
Technical Services for Capacity Building for Underserved Areas

The subaward to Clallam EDC is to provide the following:

Economic Impact ADU Study \$115,000 – RFPs were run by EDC to hire a specialist.
Professional Grant Writing & Technical Services \$15,000
Direction and Analysis of ESD & DSHS working with WSU/SESRC \$30,000

The period of performance goes back to the original signing of the SFFI grant, March 18th, 2024 to June 30th, 2024.

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

The has already been budgeted with the SFFI grant.

* 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- EDC Subaward 6-3-2024

Revised: 3-04-2019

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

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

Staff recommends the approval of the subaward agreement.

County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

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

**RECOMPETE – SECURE FEDERAL FUNDING INITIATIVE GRANT
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“Agreement”) is dated as of the _____ day of _____, 2024, by and between Clallam County, a Washington political subdivision ("County"), and Clallam County Economic Development Council (Federal Tax ID 91-1167253, UEI #V157ENJSPDN7), an Associate Economic Development Organization (“ADO”) within Clallam County ("Subrecipient").

WHEREAS, the Washington State Department of Commerce (“Commerce”) has allocated to the County \$500,000 of state grant funding from the Secure Federal Funding Initiative (“SFFI”) to support the North Olympic Peninsula Recompete Coalition (“NOPRC”) application for the Phase 2 of Economic Development Administration (“EDA”) the Distressed Area Recompete Pilot Program (“Recompete”) grant. The SFFI agreement is made a part of this agreement and included as Attachment A.

WHEREAS, the County as Lead Applicant for the North Olympic Peninsula Recompete Coalition (“NOPRC”) has applied for Phase 1 Recompete Plan Approval. EDA has selected NOPRC as one of 22 finalists from Phase 1 to compete in the Phase 2 application for Recompete Plan implementation funding. Funding if awarded would invest up to \$50 million into the two-county region of Clallam and Jefferson County.

WHEREAS, the Commerce authorizes the County to expend SFFI Funds awarded to the County to assist in the planning and development of NOPRC’s Phase 2 application. The eligible expenditures purposed as outlined in the Scope of Work are as follows:

- (1) Prime Age Employment Gap (PAEG) research from Washington State University (“WSU”), Department of Social and Health Services (“DSHS”) & Washington Employment Security Department (“ESD”).
- (2) Economic Impact Reports including ADU research;
- (3) Barge Economic Feasibility Research Analysis;
- (4) Purchase of IMPLAN Software Subscription for Economic Studies;
- (5) Professional Grant Writing and Technical Services; and
- (6) Technical Services for Capacity Building for Underserved Areas.

WHEREAS, the Subrecipient, a member of the NOPRC, has been tasked with the Economic Impact Research and Reports including the ADU for the Recompete Plan. The County and Subrecipient desire to enter into this Agreement so that the County may provide SFFI Funds for appropriate and qualifying expenditures to the Subrecipient the research studies in support of NOPRC Phase 2 application and for other reimbursement costs as specified in Attachment B, Scope of Work 1.

WHEREAS, the Subrecipient will also by providing Professional Grant Writing and Technical Services to the NOPRC application. These services will be used to provide a congruent theme and

professional presentation across all project applications. County will provide SFFI Funds for appropriate and qualifying expenditures to the Subrecipient as specified in Attachment B, Scope of Work 2.

WHEREAS, the Subrecipient will also provide the direction and guidance of their Economist to assist in the analysis, aggregation, and review of the data provided by ESD and DSHS. Due to security protocol, the data will be provided to WSU/SESRC to perform analysis per the our direction.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until June 30, 2024, unless terminated by the County in writing. The period of performance to start on March 18, 2024 to the end of contract on June 30, 2024.
2. SFFI Funds. The County agrees to provide the Subrecipient a total sum not to exceed \$160,000 of SFFI funding to facilitate the following projects related to the Recompete efforts:
 - a. \$115,000 for the Economic Impact Reports for ADU studies as specified based on eligibility criteria outlined in Attachment A and the Scope of Work #1 provided in Attachment B.
 - b. \$15,000 for technical grant writing and design presentation of the Recompete grant application based on eligibility criteria outlined in Attachment A and the Scope of Work #2 provided in Attachment B.
 - c. \$30,000 for the technical support, direction, and guidance of the staff Economist to analyze the data provided by ESD/DSHS.
3. Reimbursement Request & Reporting Requirements. To facilitate the release of SFFI Funds by the County to the Subrecipient and the County's compliance with reporting requirements for usage of SFFI funding per Attachment A, the Subrecipient may submit one A-19 equivalent request schedule per month to the County on or before the 10th day following the end of each calendar month during the term of the Agreement, detailing the expenditures disbursed by the Subrecipient based on eligible criteria, outlined in Attachment B. The County shall then distribute SFFI Funds, as requested by the Subrecipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.
4. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.

5. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
6. Indemnification. The Subrecipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
7. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Uniform Administrative Requirements, Cost Principles and Auditor Requirements for Federal Awards as set forth in 2 C.F.R. part 200 and Attachment A.
8. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the Uniform Guidance for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the County for such payments upon request.
9. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient

Clallam County Economic Development Council
Attn: Colleen McAleer, Executive Director
PO Box 1085
338 W. First Street, Suite 105
Port Angeles, WA 98362

Clallam County

Attn: RPC and Angi Klahn, BOCC Analyst
223 E 4th St, Suite 4
Port Angeles, WA 98362-3015

10. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
11. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
12. Time. Time is of the essence in this Agreement.
13. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
14. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
15. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Clallam County, Washington or as provided by RCW 36.01.050.
17. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
19. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
20. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
21. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury

in connection with the use of SDG Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

DATED this 27th day of May, 2024.

SUBRECIPIENT

By: Colleen McAleer

Print Name: Colleen McAleer

Its: Executive Director

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

MIKE FRENCH, Chair

RANDY JOHNSON, Commissioner

MARK OZIAS, Commissioner

ATTEST:

L. Gores, Clerk of the Board


APPROVED AS TO FORM by DPA Boughton

ATTACHMENT A

INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE DEPARTMENT OF COMMERCE
AND CLALLAM COUNTY
GRANT # 24-71310-002



Grant Agreement with

Clallam County

through

Office of Economic Development & Competitiveness

**Grant Number:
24-71310-002**

For

SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.

Dated: Upon Execution



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Face Sheet

Grant Number: 24-71310-002

Office of Economic Development & Competitiveness Securing Federal Funding Initiative

1. Grantee Clallam County 223 E 4 th Street, Suite 4 Port Angeles, WA 98362		2. Grantee Doing Business As (as applicable) N/A	
3. Grantee Representative Angi Klahn BOCC Analyst 360-417-2235 Angi.klahn@clallamcountywa.gov		4. COMMERCE Representative Josh Woodson Industry Sector Development Manager (360) 522-0429 Josh.woodson@commerce.wa.gov	
5. Grant Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Upon Execution
8. End Date June 30, 2024			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001298		11. SWV # SWV0000200-16	
12. UBI # 054-004-559		13. UEI # N/A	
14. Grant Purpose SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR GRANTEE Mike French, Chair of the Board, Clallam County Commissioner DocuSigned by: 99331F7D506F1426 Signature 3/15/2024 12:59 PM PDT Date		FOR COMMERCE DocuSigned by: 606723C075548B Chris Green, Assistant Director 3/18/2024 8:53 AM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. GRANT MANAGEMENT

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

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

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$500,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 24-71310-002. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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



of this Grant.

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

5. SUBGRANTEE DATA COLLECTION

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

6. INSURANCE

~~The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.~~

~~The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.~~

~~The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.~~



The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

The County may provide coverage under a self-insured/liability pool or self-insured risk management program. The County shall provide:

- (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- 1) Governmental Accounting Standards Board (GASB),
- 2) Financial Accounting Standards Board (FASB), and
- 3) the Washington state Auditor's annual instructions for financial reporting. The County shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance



sheet. Washington State Department of Commerce, its agents, and employees need not be named as additional insured, as this is prohibited by the risk pool.

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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



4. **ALL WRITINGS CONTAINED HEREIN**

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

5. **AMENDMENTS**

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

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

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

7. **ASSIGNMENT**

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

8. **ATTORNEYS' FEES**

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

9. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

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

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



10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

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

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

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

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

12. DISPUTES

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

The request for a dispute hearing must:



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

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

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

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

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

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

13. DUPLICATE PAYMENT

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

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

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

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

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

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

16. INDEPENDENT CAPACITY OF THE GRANTEE

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



17. INDUSTRIAL INSURANCE COVERAGE

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

18. LAWS

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

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

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

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

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.



D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.

GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

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

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

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

23. POLITICAL ACTIVITIES

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

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

24. PUBLICITY

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

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount



to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SAVINGS

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

30. SEVERABILITY

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

31. SITE SECURITY

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

32. SUBGRANTING/SUBCONTRACTING

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

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



subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

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

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

33. SURVIVAL

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

34. TAXES

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

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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



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

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

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

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

38. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the



Grantee to maintain and administer that property in accordance with sound management practices.

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

39. WAIVER

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



Attachment A: Scope of Work

Project Description:

Clallam County as Lead Applicant for the North Olympic Peninsula Recompete Coalition (NOPRC) has been selected as a finalist for the EDA Distressed Area Recompete Pilot Program. Our Phase II application will be due April 25, 2024. The SFFI funding will be used to support the economic research, grant writing, and capacity expansion for our underserved areas to participate in our application.

Research Including – Prime Age Employment Gap from WSU, DSHS and ESD.

Economic Impact Reports – ADU

Barge Economic Feasibility Analysis

Purchase of IMPLAN Software Subscription for Economic Studies

Professional Grant Writing & Technical Services

Technical Services for Capacity Building for Underserved Areas

Project Activities/Deliverables:

Progress Reports should be delivered every month with other coinciding deliverables. Progress reports should detail any updates on current work around the following:

- Research projects
- Grant planning process
- Grant application development
- Capacity building technical services. Outline groups technical services are provided to.

Final Report will be delivered on June 30, 2024. Final report should provide an in-depth wrap-up of the activities within the contract period.

Goal 1: Due March 31, 2024

Initiate Research Projects, Development & Grant Planning-Progress Report 1

- Provide research project outlines and plans.

Goal 2: April 30, 2024

Research, Development & Grant Writing, Application – Progress Report 2

- Provide completed application copy for Recompete Pilot Program

Goal 3: May 31, 2024

Updates from Research – Progress Report 3



Goal 4: June 30, 2024

Research Wrap-up – Final Progress Report



Attachment B: Budget

Total Award: \$500,000

This will be a deliverables based contract, *not* a line item reimbursement.

Please outline the budget below:

Date	Cost
March 31, 2024	\$ 250,000.00
April 30, 2024	\$ 125,000.00
May 31, 2024	\$ 75,000.00
June 30, 2024	\$ 50,000.00

Special Budget Provisions:

- A. The total amount of transfers of funds between line item invoice amounts within the categories shall not exceed ten (10) percent of the total contract. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the CONTRACTOR and COMMERCE.
- B. A sum of no more than ten (10) percent of funds may be withheld until activities and final products defined in Attachment A – Scope of Work have been successfully completed by the CONTRACTOR and accepted fully by COMMERCE.

Certificate Of Completion

Envelope Id: 70655B5DD0554BC9AAFC9E7EA4D7BE2B

Status: Completed

Subject: Please DocuSign: Clallam County

Division:

Office of Economic Development and Competitiveness

Program: Securing Federal Funding Initiative

ContractNumber: 24-71310-002

DocumentType: Contract

Source Envelope:

Document Pages: 21

Signatures: 2

Envelope Originator:

Seirra Peace

1011 Plum Street SE

MS 42525

Olympia, WA 98504-2525

seirra.peace@commerce.wa.gov

IP Address: 198.238.200.162

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

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Signer Events

Mike French

mike.french@clallamcountywa.gov

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

DocuSigned by:
Mike French
99331F0096F142B

Signature Adoption: Pre-selected Style

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Signed: 3/15/2024 12:59:47 PM

Electronic Record and Signature Disclosure:

Accepted: 3/15/2024 12:59:11 PM

ID: c3087cd4-6355-4820-8994-c473aa4931a2

Korrina Zambrzuski

korrina.zambrzuski@commerce.wa.gov

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

Using IP Address: 198.239.106.229

Sent: 3/15/2024 12:59:48 PM

Viewed: 3/18/2024 8:39:58 AM

Signed: 3/18/2024 8:40:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Green

chris.green@commerce.wa.gov

Assistant Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Chris Green
80B723CCD2564BB

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.200.190

Sent: 3/18/2024 8:40:06 AM

Viewed: 3/18/2024 8:53:23 AM

Signed: 3/18/2024 8:53:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2024 12:34:29 PM
Certified Delivered	Security Checked	3/18/2024 8:53:23 AM
Signing Complete	Security Checked	3/18/2024 8:53:27 AM
Completed	Security Checked	3/18/2024 8:53:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

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

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

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

ATTACHMENT B

SCOPE OF WORK #1

Project Description – Economic Impact Studies ADU

Timing: From 3/18/2024 to 06/30/24.

Final Deliverable: Final report written and submitted by 06/30/24.

Report Due to: Colleen McAleer at Clallam County EDC - CMcAleer@clallam.org
Angi Klahn at Clallam County – angi.klahn@clallamcountywa.gov

Scope of Work: Compile a report that consists of three key areas of focus:

A. ADU & Tiny Home Economic Impact Study

- Answer These Key Questions:
 1. Determine how many ADU's and tiny homes have been constructed in Clallam and Jefferson Counties over the last 5 years. Compare this to the number of new homes that have been built during the same period.
 2. Estimate how many property owners in Clallam and Jefferson County might be interested in owning an ADU or tiny home in the future.
 3. At what price point does an ADU or tiny home need to be sold at in order to make it accessible to the people most interested in purchasing one?
 4. Determine the potential for job creation and workforce development in the construction, design, maintenance, and management of ADUs and tiny homes.
 5. Perform a competitive analysis to look at how ADU's and tiny homes compare in pricing and key attributes. Include the price point of a custom home of a comparable size as a reference.
 6. Determine what kind of financing options exist for ADU's and tiny homes.
 7. Confirm what the bank rules are on ADU's and tiny homes.
 8. Determine what kind of home insurance options exist for ADU's and tiny homes.
 9. Confirm the regulatory requirements for ADU's and tiny homes in Clallam and Jefferson Counties.

B. ADU Supply Chain Study

- Answer these Key Questions
 1. Confirm the supply chain structure needed for producing and delivering materials, products, and services related to the manufacture of Accessory Dwelling Units (ADUs) on the Olympic Peninsula.
 2. Confirm the availability and cost of materials, products, and services needed for ADU construction, such as building materials, fixtures, appliances, and labor.
 3. Confirm the efficiency and lead times of the supply chain, going all the way from sourcing raw materials to delivering finished ADU components to the final assembly site.
 4. Determine the potential bottlenecks or constraints in the supply chain that may impact ADU development, such as the limited availability of certain materials or skilled labor shortages.
 5. Describe the opportunities for streamlining and improving the supply chain to reduce costs, increase efficiency, and accelerate ADU construction timelines.
 6. Evaluate the potential for local sourcing and production of materials and components to support the development of a sustainable and resilient ADU supply chain.
 7. Estimate the potential economic benefits of a robust and efficient ADU supply chain, including job creation, increased local industry capacity, and enhanced competitiveness in the housing market.

C. ADU Strategy Development

- From the learnings developed in parts A & B, answer these the following:
 1. What is the recommended strategy for how to maximally access the ADU market on the Olympic Peninsula?

D. Timeline

- RFP – April 2024
- Proposals vetted and winners confirmed – April 2024
- Contracts issued – by 04/30/24
- Progress reports are due to the EDC by 05/15/24, 05/31/24 and 06/15/24
- The final report is due to the EDC by 06/26/24

ATTACHMENT B
SCOPE OF WORK 2

Project Description – Technical Grant Writing and Design Presentations

Timing: March 18, 2024 to June 30, 2024

Final Deliverable: Completed grant application due 4/25/2024.
Possible other grant application market materials to be determined.

Subrecipient to provide technical grant writing services and design services to assist in the grant writing process for NOPRC's Distressed Area Recompete Pilot Project application. These services are to be provided by EDC employees and other outside contractors as need to complete the project by the April 25, 2024 deadline.

In addition to the application, if budget available, the subrecipient may be asked to help design and create marketing materials to be used to raise awareness and outline the projects of the NOPRC plan during the application review process.

SCOPE OF WORK 3

Project Description – Direct WSU/SESRC Analysis and Review DSHS & ESD Data

Timing: March 18, 2024 to June 30, 2024

Final Delivery: Complete analysis report of ESD data
Complete analysis report of DSHS data

Subrecipient to provided direction to the analysis of data being provided to WSU/SESRC from ESD. SESRC receives raw data from ESD due to security protocols. Subrecipient's Economist will work with SESRC to determine the aggregate tables they will produce with the data to inform the NOPRC's grant application coalition members.

Subrecipient Economist will review and analyze the data provided by DSHS to inform the NOPRC grant application coalition members to design and implement programs.



7

AGENDA ITEM SUMMARY

JUN 03 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-3-24**

REGULAR AGENDA ☒ **Meeting Date: 6-4-24**

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

Item summary:

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

Executive summary:

Jill Silver – 10,000 Years Institute has reached out to request a letter of support for Phase 6 of Pulling Together: Jobs in Restoration and Resiliency program. This program is in the 9th year providing prevention and control on the north and west side of the OP, including west Clallam County where they work with and on behalf of ONP, ONF, DNR, DOT, Clallam County CD, NWB, Quileute Tribe and many private landowners.

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?)
Requesting approval of a letter of support.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Jill Silver – 10,000 Years Institute

Date submitted: May 29, 2024

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



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

TODD MIELKE, County Administrator

June 4, 2024

WCRI Review Committee
Washington Coast Restoration and Resiliency Initiative (WCRI)
Washington State Recreation and Conservation Office

Re: Letter of Support for WCRI Project: #24-1602, Pulling Together in Restoration—Phase 6

Dear Review Committee Members,

The Clallam County Board of County Commissioners (BOCC) is pleased to provide a letter of support for 10,000 Years Institute's Pulling Together in Restoration project for funding through the Washington Coast Restoration and Resiliency Initiative (WCRI). Since 2015, WCRI funding for the Pulling Together in Restoration program (PTIR) has brought significant resources to the County for rural employment and our Noxious Weed Control and Conservation District programs and projects. PTIR reaches out across jurisdictional boundaries to provide persistent and continued protection for productive forests, healthy river and floodplain habitats, protecting our natural resources-based economy across the north and west Olympic Peninsula.

The BOCC recognizes the importance of the PTIR program's invasives prevention and native revegetation support to restoration and road projects across Clallam County – in the Sol Duc River valley, the Calawah, Bogachiel, Dickey, and Quillayute rivers, and the city of Forks. The work done reduces management costs and increases efficiencies for landscaping, restoration project success, and the productivity of county natural resources including timber, fish, gravel, and recreational uses.

10KYI also regularly reaches out to citizens to County citizens at local events through garden clubs, local group presentations, and an annual booth at StreamFest in Port Angeles. PTIR is featured in 10KYI's reports on challenges and successes of workforce development and watershed protection to the North Olympic Lead Entity, North Olympic Marine Resources Committee, and the North Olympic Development Council. The impacts and importance of prevention of invasive plants relative to local natural resources and watershed health through PTIR has been featured in the curriculum of the new Natural Resources program at Peninsula College and is contributing to the knowledge of local students and staff.

Continued WCRI funding will enable 10KYI to continue providing meaningful employment and these critical services and education to the local community as a valuable partner in Clallam County and many others in restoration and resiliency on the coast. Thank you!

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

PULLING TOGETHER IN RESTORATION

Washington Coast Restoration & Resiliency Initiative (WCRRI)



10,000 Years Institute restoration technicians remove Scotch broom from the floodplain of the Hoh River.

Restoration Jobs Program

Preventing the spread of invasive species in coastal watersheds, while providing local jobs for local work

The Pulling Together in Restoration Project (PTIR) is a landscape-scale jobs-in-restoration program working across jurisdictions to prevent the spread of invasive species in coastal watersheds. Integrating decades of adaptation, PTIR develops cutting-edge methods for effect and safe containment, responds quickly to emerging or untreated needs, and engages in community-based education and collaboration around the challenges of invasive species and their impacts to climate, habitats, natural resource-based industries, and community health and resiliency.

Project partners and sponsors include:



2020 Project Summary

Through WCRRI funding support, Pulling Together in Restoration project provided **21 full-time positions** to:

- Survey and treat **3,290 acres** and over **50 miles of streambanks** across three counties and five major watersheds
- Control and prevent the spread of **18 invasive plant species**
- Protect and maintain roadsides, rivers, forests, pastures, gravel pits, and harvest units

PTIR utilizes best management practices to promote sustainable resource industries and resilient ecosystems.

2020 Coastal Invasives Prevention and Control Overview

Fieldwork conducted by 10,000 Years Institute under projects:

#18-1835 Hoh Riparian Restoration

#18-2136 Pulling Together in Restoration

#18-1548 Goodman Creek Reed Canarygrass Project

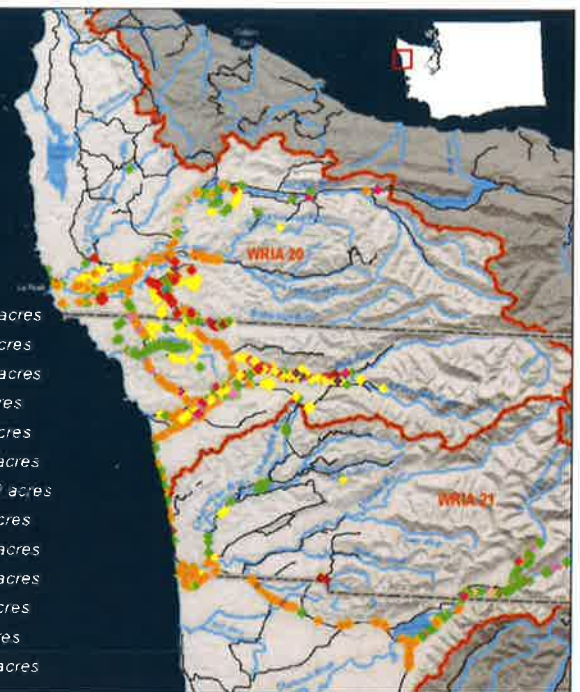
Map Author: Henry Haro, GIS Services Specialist

Imagery Data sourced from the USGS | Hydrology Data sourced from the WA Department of Ecology
Road Data sourced from the WA Department of Natural Resources

Survey and Control Sites (site count / approximate vegetation area)

Species			
• Knotweed Species	271 sites / 2.21 acres	◆ English Holly	10 sites / 0.04 acres
• Reed Canarygrass	1497 sites / 38.71 acres	◆ English Ivy	4 sites / 0.02 acres
• Scotch Broom	354 sites / 480.05 acres	• Foxglove	32 sites / 0.51 acres
• Herb Robert	406 sites / 18.96 acres	◆ Yellow Archangel	1 site / 0.01 acres
• Tansy Ragwort	770 sites / 30.33 acres	◆ Morning Glory	2 sites / 0.02 acres
• Canada Thistle	339 sites / 21.44 acres	◆ Queen Anne's Lace	11 sites / 5.50 acres
• Bull Thistle	19 sites / 0.05 acres	◆ Common Teasel	1 site / 0.00002 acres
• Everlasting Peavine	9 sites / 5.93 acres	◆ Curly Dock	2 sites / 0.03 acres
• St. John's-wort	244 sites / 4.39 acres	• Hawkweed Species	49 sites / 0.48 acres
• Common Tansy	6 sites / 0.0014 acres	• Orange Hawkweed	36 sites / 0.46 acres
• Himalayan Blackberry	51 sites / 16.06 acres	◆ Spotted Jewelweed	8 sites / 0.06 acres
• Evergreen Blackberry	20 sites / 0.35 acres	• Giant Reed	1 site / 0.02 acres
		• Yellow Flag Iris	3 sites / 0.001 acres

Provisional data - Subject to change



Map depicting invasive plant species surveyed and treated in 2020 under the Hoh Riparian Restoration, Pulling Together in Restoration, and Goodman Creek Reed Canarygrass Projects.



Reed canarygrass is gently removed from the water and bundled prior to spray treatment to avoid off target application along Elk Creek, a tributary of the Hoh River.



Prior to pulling the entire plant, tansy ragwort flower heads are cut and removed to prevent further infestation in the Queets Watershed.



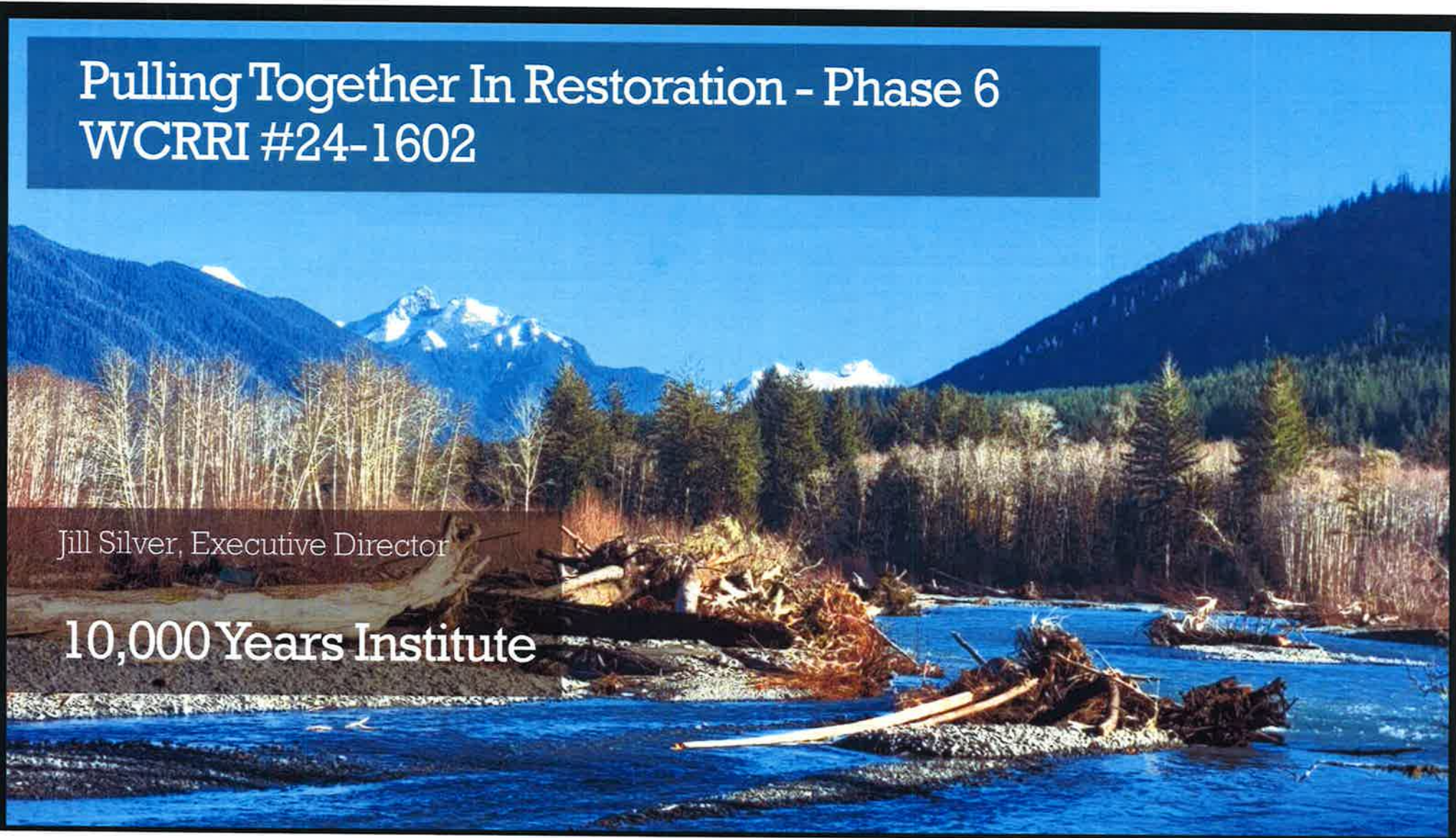
10KYI restoration field technicians treating and piling Scotch broom at a WA Department of Natural Resources harvest unit in the Hoh Watershed.

Pulling Together In Restoration - Phase 6

WCRRI #24-1602

Jill Silver, Executive Director

10,000 Years Institute



Pulling Together in Restoration

2021, 2022, 2023
Survey and Treatment Sites
10,000 Years Institute
#20-1416
#22-1313

County Boundary
WHIA Boundary
Administrative Agency
National Park Service
U.S. Forest Service
Tribal Trust Lands
WA Dept. of Natural Resources
Private Individual or Company

2021

• Reed Canarygrass	163 Sites / 15.2 Acres	• Everlasting Peavine	1 Sites / 0.217 Sq. M.
• Scotch Broom	1773 Sites / 344 Acres	• Foxglove	10 Sites / 0.1 Acres
• Scotch Broom	423 Sites / 344 Acres	• Himalayan Blackberry	26 Sites / 4.4 Acres
• Scotch Broom	21 Sites / 0.4 Acres	• Himalayan Blackberry	0 Sites / 0.423 Sq. M.
• Scotch Broom	272 Sites / 1.5 Acres	• Himalayan Blackberry	1 Site / 0.5 Sq. M.
• Scotch Broom	21 Sites / 0.4 Acres	• Himalayan Blackberry	25 Sites / 1.9 Acres
• Scotch Broom	4 Sites / 0.24 Sq. M.	• Himalayan Blackberry	208 Sites / 42.5 Acres
• Scotch Broom	276 Sites / 14.5 Acres	• Himalayan Blackberry	1 Sites / 0.50 Sq. M.
• Scotch Broom	24 Sites / 0.2 Acres	• Himalayan Blackberry	27 Sites / 0.2 Acres
• Scotch Broom	20 Sites / 0.2 Sq. M.		

2022

• Reed Canarygrass	209 Sites / 20.1 Acres	• English Holly	1 Sites / 0.001 M.
• Scotch Broom	956 Sites / 199.4 Acres	• Everlasting Peavine	1 Sites / 0.001 M.
• Scotch Broom	343 Sites / 200.1 Acres	• Himalayan Blackberry	27 Sites / 5.2 Acres
• Scotch Broom	12 Sites / 0.1 Acres	• Himalayan Blackberry	1 Sites / 0.001 M.
• Scotch Broom	155 Sites / 4.3 Acres	• Himalayan Blackberry	1 Sites / 0.001 M.
• Scotch Broom	149 Sites / 7.7 Acres	• Himalayan Blackberry	29 Sites / 2.5 Acres
• Scotch Broom	8 Sites / 0.3 Acres	• Himalayan Blackberry	11 Sites / 0.1 Acres
• Scotch Broom	1 Sites / 0.001 M.		

2023

• Reed Canarygrass	957 Sites / 172.1 Acres	• Himalayan Blackberry	276 Sites / 26.7 Acres
• Scotch Broom	3028 Sites / 744.2 Acres	• Himalayan Blackberry	96 Sites / 12.7 Acres
• Scotch Broom	721 Sites / 208.4 Acres	• Himalayan Blackberry	182 Sites / 22.4 Acres
• Scotch Broom	86 Sites / 0.7 Acres	• Himalayan Blackberry	3 Sites / 0.02 Acres
• Scotch Broom	2 Sites / 0.001 M.	• Himalayan Blackberry	4 Sites / 0.26 Acres
• Scotch Broom	500 Sites / 54.4 Acres	• Himalayan Blackberry	32 Sites / 0.4 Acres
• Scotch Broom	43 Sites / 0.5 Acres	• Himalayan Blackberry	195 Sites / 1.7 Acres
• Scotch Broom	14 Sites / 0.07 Acres	• Himalayan Blackberry	2 Sites / 0.001 M.
• Scotch Broom	15 Sites / 0.1 Acres	• Himalayan Blackberry	11 Sites / 0.2 Acres
• Scotch Broom	10 Sites / 0.2 Acres	• Himalayan Blackberry	51 Sites / 0.4 Acres
• Scotch Broom	204 Sites / 14.4 Acres		

Map Data: USGS, WA DNR, GMTED2010, Earthstar Geographics

Goals

- 1) **Increase effectiveness of invasive species prevention** and management across the coast, **addressing root causes and sources of invasions**.
- 2) **Employ, train and deploy a local workforce** for local benefit in watershed resiliency through invasive species prevention and control.
- 3) **Improve and protect habitat restoration investments** through invasive species prevention and control across watersheds and increases in **partnerships** with restoration sponsors.
- 4) Increase public, private, and agency education, funding, and **engagement in effective action** by demonstrating success in jobs in and action on invasive plant prevention and control.
- 5) Increase coastal watershed **resiliency**; ensure native plant growth and increased carbon capture in native plant communities and healthy soil.

Objectives

- 1) **Survey, prevent and control invasive plants** and their propagules in eight coastal watersheds, in forests and along road and river corridor pathways to protect landscapes, resources, and restoration investments.
- 2) **Integrate invasive species in all projects**, LE Salmon Restoration Strategies, and other relevant plans (e.g. WCSSP, Middle Hoh Plan).
- 3) **Provide data** to the public, partners, agencies, policy makers on control costs and benefits.
- 4) Demonstrate that investment in **local jobs in ISP contributes to resiliency**, and advocate for dedicated funding for **permanent place-based CCC** crews in every watershed.
- 5) Increase availability of remotely-sensed **aerial imagery to enable better planning** and **justify funding**.

WRIA

Partners

Species

Pulling Together in Restoration

#24-1602 Project & Work Sites
10,000 Years Institute

20

ONP, ONF, DNR, Clallam County NWB & CD, Jefferson County CD, City of Forks, Quileute Tribe, Hoh Indian Tribe, TNC, Trout Unlimited, EFMI, private residential and forestland owners

Scotch Broom, Knotweed, Reed Canarygrass, Herb Robert, Jewelweed, Tansy Ragwort, English Laurel, Holly, Yellow- Flag Iris, Canada Thistle, Bull Thistle Blackberry, Everlasting Peavine, St. John's Wort, Queen Anne's Lace

21

ONP, ONF, DNR, WA State Parks, Grays Harbor County NWB, GHC CD, Jefferson County Roads, Quinault Indian Nation, City of Ocean Shores, TNC, Trout Unlimited, private residential and forestland owners

Scotch Broom, Reed Canarygrass, Knotweed, Tansy Ragwort, English Laurel, English Holly, Yellow-Flag Iris, Herb Robert, Canada Thistle, Bull Thistle, Blackberry

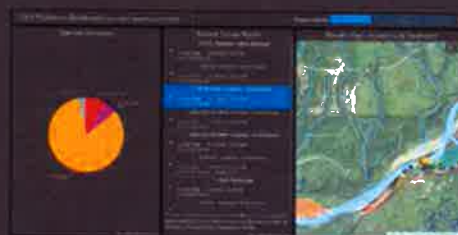
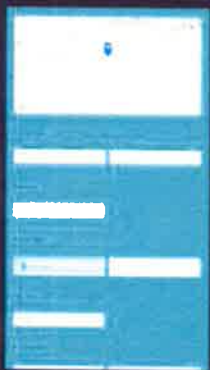
22

WA State Parks, GHC NWB, GHC Conservation District, ONF, TNC, Quinault Nation

Scotch Broom, Knotweed, Reed Canarygrass, Gorse, Jewelweed, Herb Robert



Data !!!



Collect

Crews collect data using mobile devices and GIS applications.

Communicate

GIS data is collated in site specific dashboards on the web, giving the public and partner organizations a direct near-real-time look at the work done.

Change

PTIR data tells a story that other agencies can grow with. We provide regular deliverables to numerous agencies for integration into their programs and practices.

10,000 YEARS INSTITUTE

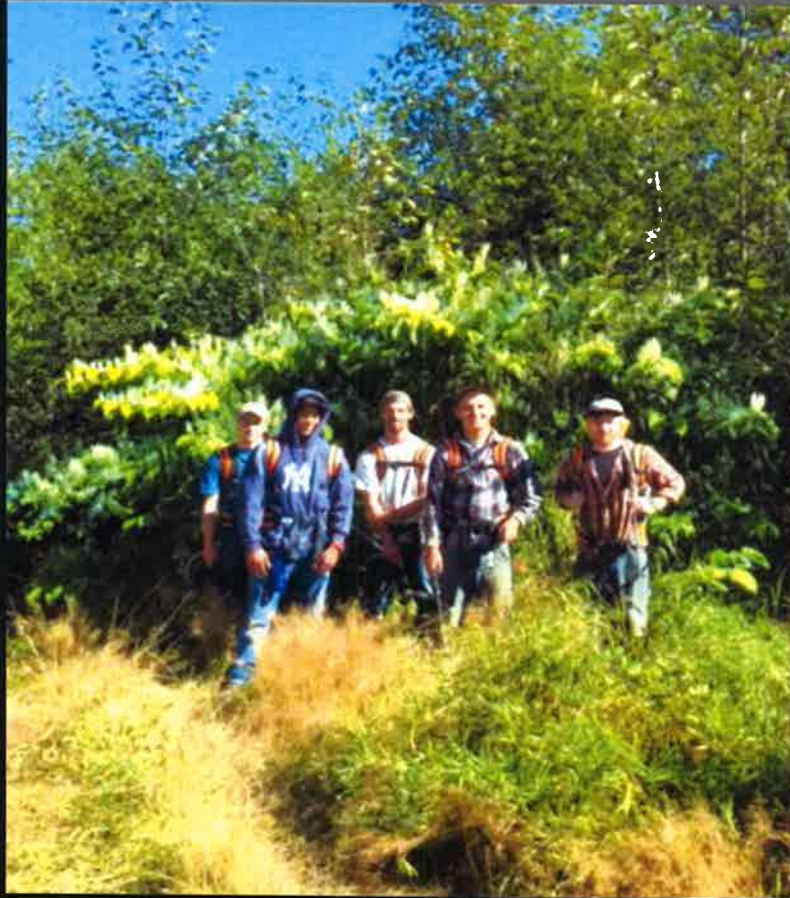
Building the Coastal Conservation Corps Workforce



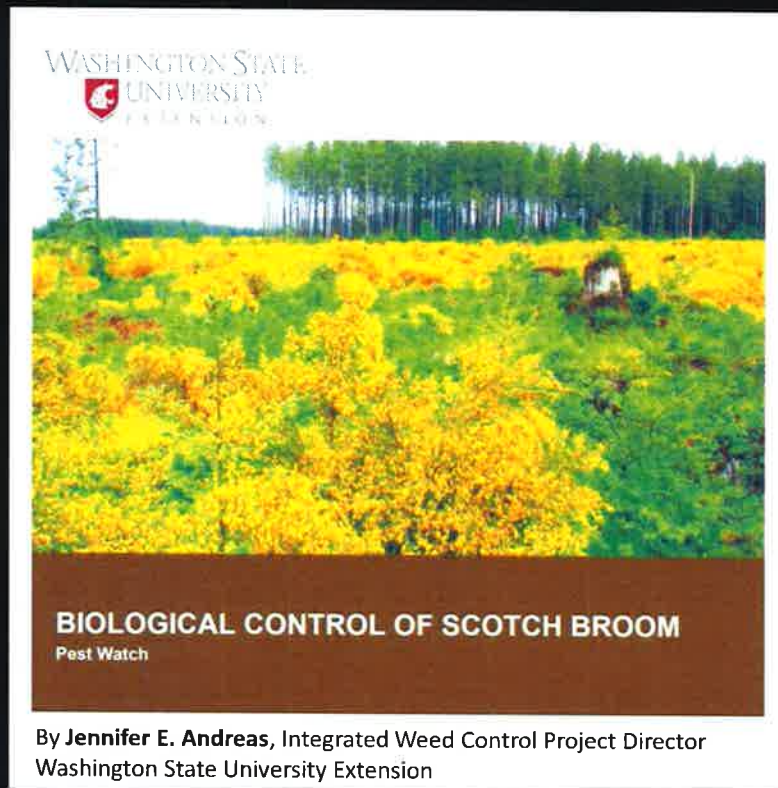
Bogachiel, Hoh, Queets & Upper Quinault Knotweed

Clallam County, Quileute Tribe, Hoh Tribe, TNC, ONF, ONP, Quinault Nation,

River Miles	47
Acres	4000
Total Treated	32.5



Biocontrol Releases for Scotch Broom



WASHINGTON STATE UNIVERSITY
Weed Science Center

About Us
Press Room
Resources

WCCP Home
Weeds
Integrated Weed Management
Biological Control Agents
By Weed
By Insect
WCC Invasive Species Team

Integrated Weed Control Project

WCC Extension

Bruchidius villosus

Specialist to Scotch broom

Common Name
Scotch broom bruchid

Weeds Impacted
This beetle attacks Scotch broom, Portuguese broom, Spanish broom, and French Broom. Larvae inhibit plant reproduction by feeding on developing seeds.

Insect Description
Adults are small (2 mm or approximately 1/16 inch), grayish beetles with short wing coverings. Eggs are clear, oblong and visible on the surface of young developing pods (see picture). Larvae are difficult to observe as they are inside the developing seeds. If found, they are very small and whitish with a brown head capsule.

Life Cycle
Adults emerge in the spring from overwintering, feed on pollen and remain active throughout the blooming period from May through June. Females glue their eggs onto small developing seed pods. Once the eggs hatch, generally one to two weeks, the larvae tunnel into seeds, feed, and then pupate within the seed coat. Generally one larva completes development per seed. Pupation lasts from 10 to 20 days and new adults emerge in July and August when the Scotch broom pod cracks open (dehiscence).

Field Identification
Two other beetles may be found on Scotch broom flowers—a vetch bruchid (*Bruchus pisorum*) and the Scotch broom seed weevil (*Curculio lecontei*). *Bruchidius villosus* and *B. pisorum* can be distinguished from the weevil by their lack of a snout. *Bruchidius villosus* can be distinguished from *B. pisorum* by its smaller size and its dark-colored legs and antennae (the front legs and antennae of *B. pisorum* are yellowish).



<https://pubs.extension.wsu.edu/pest-watch-biological-control-of-scotch-broom>
<http://invasives.wsu.edu/biological/bruchidiusvillosus.htm>

Coastal Conservation Corps

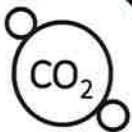
Permanent place-based conservation corps

Matches local skills and expertise with local youth in training to perform work that supports:

- Forestry
- Fisheries
- Shellfisheries
- Agriculture
- Recreation



Climate Resiliency – Natural Climate Solutions



Carbon,
Methane,
& PM
Emissions



Needed to Support Investments in Forest Health and Workforce Development

Research – Carbon Stocks, Seedbank, Red Alder, Nutrients, Water, Mycorrhizae...

Remote Sensing - Aerial photography in bloom and more... **10,000 Years Institute**

Waste Biomass to Beneficial Biochar



Ring of Fire Kiln

Ring of Fire Kiln - <https://wilsonbiochar.com/>

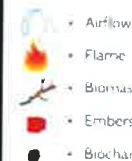
US-IBI – Onsite Biochar Production and Use for Conservation Objectives

https://www.youtube.com/watch?v=sYTCvVp5bZ8&ab_channel=USBiocharInitiative

Are Flame-cap Kilns the same as Burn Barrels?

A quick explainer in support of SSB 6121

Six key differences to know about:	Burn Barrels	Flame-cap Kilns
#1 - What is the intent of use?	Get rid of trash and convert it to ash.	Create as much high-quality biochar as possible. Biochar, in addition to sequestering carbon, is a high-value soil amendment.
#2 - What inputs are put into the vessel?	Typically trash - which could include anything, including plastics. This is a big part of why they're illegal.	Clean biomass from forestry or agriculture activity, such as wood chips and crop residue. The same materials that are regulated as part of legal open-pit burning . There is a big incentive to use clean biomass that will probably impact the quality of the biochar.
#3 - What are typical designs of these vessels?	Tall & narrow, typically using a 55-gallon drum. Air holes around bottom and base.	Wider than tall, purpose-built for biochar production. Completely sealed around the bottom by soil or water.
#4 - What impacts do air flow and flame caps have on carbon sequestration, air quality, and emissions?	With no current air flow, sparks and embers from descending trash rapidly re-ignite in the barrels, up and out of the burn barrel, thanks to the constant supply of fresh air through the bottom. Oxygen & carbon monoxide are CO ₂ and mixed with other greenhouse gases like methane.	With currents carried up flow, the fire stays at the top of the kiln, limiting & extinguishing the oxygen materials way above. Lower oxygen = high temperatures in ash ponds, where oxidizable biomass , carbon monoxide, hydrocarbons and volatile at the bottom of the kiln. The flame cap burns off contaminants like methane, glycol, diesel, smoke & embers resulting in a cleaner burn and fewer emissions.
#6 - How does the process end?	When the people using the barrel believe that the burn barrel is safe to open. Sparks aren't a thing with burning.	When the barrels have cooled and hot coals remain, the barrel is quenched with water to stop the burn and then cooled out in shades & kept dry. ensure there are no hot spots , prevent the biochar from burning and maximize the volume of valuable biochar from the process.



Burn Barrel
Airflow and flames - all from the bottom, transports embers out of the barrel.



Ring of Fire Biochar Kiln®
Airflow and flames - Coaster-flow, air from the top keeps embers contained and flame reignites flow.

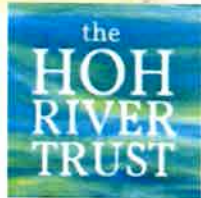
Illustrations courtesy of www.wilsonbiochar.com

Let's get SSB 6121 to the Governor's desk!

PTIR #24-1602 Budget

Category	Grant Request	Match	Total
Coordination/Supervision	\$180,500	\$ 24,000	\$204,500
Crew Fieldwork	\$830,000	\$124,800	\$954,800
GIS Services	\$126,000	\$ 3,600	\$129,600
Remote Sensing	\$ 32,000	-	\$ 32,000
Equipment/Supplies	\$109,600	\$ 2,000	\$111,600
Licensing	\$ 2,400	-	\$ 2,400
Permits	\$ 800	-	\$ 800
Education/Outreach	\$ 6,400	-	\$ 6,400
AA&E	\$ 52,000	\$ 27,000	\$ 79,000
Indirect	\$133,970	-	\$133,970
Total	\$1,473,670	\$181,400	\$1,655,070

PTIR Partners, Collaborators, and Project Sponsors



CITY OF FORKS
forkswashington.org



PENINSULA COLLEGE



N A T I O N



GRAY HARBOR COLLEGE



COAST SALMON PARTNERSHIP



WASHINGTON STATE
Recreation and
Conservation Office





Thank You!

Jill Silver 🧑

(360) 301-4306 📞

jsilver@10000yearsinstitute.org ✉

www.10000yearsinstitute.org 🌐



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AGENDA ITEM SUMMARY

JUN 03 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 6-3-24

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Authorizing correspondence regarding the Emergency Operations Center.

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

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

Authorizing correspondence regarding the Emergency Operations Center.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Administrator Mielke and Sheriff King

Date submitted: May 29, 2024

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



AGENDA ITEM SUMMARY

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

19
6/3/24

Department: WSU Extension

WORK SESSION **X Meeting Date: 6.3.24**

REGULAR AGENDA **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

On April 16, 2024, the Department of Ecology issued a statewide Drought Emergency Declaration. Ecology is making up to \$4.5 million available under this funding opportunity to reduce hardship from current drought conditions. WSU Extension would like to apply to hire a short-term position to increase our capacity to conduct education and outreach about water conservation strategies for landowners across Clallam County.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
10% F&A will be included in the budget.

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

County Official signature & print name: Clea Rome

A handwritten signature in black ink, appearing to read "Clea Rome".

Name of Employee/Stakeholder attending meeting: Clea Rome

Relevant Departments: WSU Extension

Date submitted: 5-3-24

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

Clallam County

Grant Application Information

DEPARTMENT: **WSU Extension**

DATE SUBMITTED TO W/S: **5-3-24**

GRANT NAME: **2024 Drought Response Grant Funding** APPLICATION DEADLINE: **On-going**

ISSUING AGENCY: **Dept. of Ecology**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **5 months**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$18,563**

ANNUAL AMOUNT :**\$18,563**

MATCH REQUIRED? **50% of grant total**

MATCH AMOUNT: **\$18,563**

DESCRIPTION OF GRANT AND PURPOSE:

On April 16, 2024, the Department of Ecology issued a statewide Drought Emergency Declaration. Ecology is making up to \$4.5 million available under this funding opportunity to reduce hardship from current drought conditions. WSU Extension would like to apply to hire a short-term position over the summer months to increase our capacity to conduct education and outreach about water conservation strategies for landowners across Clallam County.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

There will likely be voluntary and possibly mandatory water conservation restrictions for some citizens in the county during the 2024 summer season, as there was in 2023. By promoting water conservation techniques, we can help to minimize the impacts of water shortages and restrictions on citizens, and various jurisdictions like the county, cities and water districts.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes- water conservation is a priority goal of the WSU state-wide Master Gardener program. We teach water-wise gardening and landscaping practices to conserve water.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant is focused on education and outreach and will expand our department's capacity to develop a wide-reaching educational campaign during this summer's drought season including additional conservation focused workshops, social media campaign,

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

All of our workshops include an evaluation protocol to measure knowledge gained by participants. We will also be tracking other metrics such as social media engagement, total # of contacts reached, traditional media posting, mailings ,etc.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

Yes- 50% of grant must be matching dollars. This will come from WSU Extension Master Gardener staff hours.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

No negative impacts to other departments

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

Yes. Temporary hours increase for existing PT WSU Extension employee. Wages and benefits are covered.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Lost opportunity for conservation outreach and water savings

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

Yes- capped at 15%

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No- this will allow us to expand our capacity and better leverage Master Gardener volunteer activities

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

Additional revenue line for \$18,563 and modification of expenditure budget line 57121.41.0048 to include grant expenditures.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR